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Executive Committee Meeting
Friday, February 2, 2018
12:00 P.M.

One Concord Center
2300 Clayton Road, Suite 650
Concord, CA 94520

Remote location:

MCE, Barbara George Room, 1125 Tamalpais Avenue, San Rafael, CA 94901

1. Board Announcements (Discussion)
2. Public Open Time (Discussion)
3. Report from Chief Executive Officer (Discussion)
4. Consent Calendar (Discussion/Action)
 - C.1 Approval of 12.1.17 Meeting Minutes
 - C.2 Monthly Budget Update
 - C.3 Third Amendment to the Second Agreement with Malen Concepts
 - C.4 Second Amendment to the Fifth Agreement with the Association for Energy Affordability
 - C.5 Second Amendment to the First Agreement with Keyes & Fox, LLP
 - C.6 First Amendment to the Fifth Agreement with Troutman Sanders, LLP
 - C.7 First Agreement with DNV GL
5. Proposed Budgets for Fiscal Year 2018/19 (Discussion/Action)
6. Procurement Manual and Contracting Processes (Discussion/Action)
7. New Community Enrollment Communications Update (Discussion)





MARIN COUNTY | NAPA COUNTY | UNINCORPORATED CONTRA COSTA COUNTY
BENICIA | CONCORD | DANVILLE | EL CERRITO | LAFAYETTE | MARTINEZ | MORAGA
OAKLEY | PINOLE | PITTSBURG | RICHMOND | SAN PABLO | SAN RAMON | WALNUT CREEK

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8. MCE Investment Update (Discussion)
9. MCE Joint Powers Agreement and Local Planning Obligations (Discussion)
10. Review Draft 2.15.18 Board Agenda (Discussion)
11. Board Member & Staff Matters (Discussion)
12. Adjourn



Agenda material can be inspected at 1125 Tamalpais Avenue, San Rafael, CA 94901 on the Mission Avenue side of the building. The meeting facilities are in accessible locations. If you are a person with a disability and require this document in an alternate format (example: Braille, Large Print, Audiotape, CD-ROM), you may request it by using the contact information below. If you require accommodation (example: ASL Interpreter, reader, note taker) to participate in any MCE program, service or activity, you may request an accommodation by calling (415) 464-6032 (voice) or 711 for the California Relay Service or by e-mail at djackson@mceCleanEnergy.org not less than **four work days** in advance of the event.

**MCE
EXECUTIVE COMMITTEE MEETING
Friday, December 1, 2017
12:30 P.M.**

**The Barbara George Conference Room
1125 Tamalpais Avenue
San Rafael, CA 94901**

Remote location:

The City of Concord, Permit Center Conference Room, 1950 Parkside Dr., Concord, CA 94519

Roll Call

Present:

Denise Athas, City of Novato (**San Rafael**)
Sloan Bailey, Town of Corte Madera, Acting Committee Chair (**San Rafael**)
Edi Birsan, City of Concord (**Concord**)
Tom Butt, City of Richmond, Committee Chair (**San Rafael**)
Federal Glover, County of Contra Costa (**Concord**)
Ford Greene, Town of San Anselmo (**San Rafael**)
Kevin Haroff, City of Larkspur (**San Rafael**)
Bob McCaskill, City of Belvedere (**San Rafael**)
Kate Sears, County of Marin (**San Rafael**)
Dave Trotter, Town of Moraga (**Concord**)

Absent:

Lisa Blackwell, Town of Danville
Barbara Coler, Town of Fairfax

Staff:

Sarah Estes-Smith, Director of Internal Operations (**San Rafael**)
Jessica Flores-Brooks, Board Assistant (**San Rafael**)
Darlene Jackson, Board Clerk (**San Rafael**)
JR Killigrew, Community Development Manager (**San Rafael**)
Justin Kudo, Deputy Director of Account Services (**San Rafael**)
David McNeil, Manager of Finance (**San Rafael**)
Justine Parmelee, Internal Operations Manager (**Concord**)
Dawn Weisz, CEO (**San Rafael**)

Quorum was established and the regular Executive Committee meeting was called to order at 12:30 P.M. by Committee Chair, Tom Butt.

Agenda Item #3 – Report from the Chief Executive Officer (Discussion)

CEO, Dawn Weisz shared with the Committee information regarding the following:

- PCIA

- Ratesetting compressed schedule and the potential need for a January 2018 Special Executive Committee meeting to discuss ratesetting
- MCE's Holiday Party, December 15, 2017
- Deep Green Award presentations by JR Killigrew to the Cities of Belvedere and Larkspur and the Town of San Anselmo
- There is no Executive Committee meeting scheduled for January 2018

Agenda Item #4 – Consent Calendar (Discussion/Action)

- C.1 11.3.17 Meeting Minutes
- C.2 Monthly Budget Update
- C.3 First Amendment to Professional Services Agreement with Mogo Interactive
- C.4 Second Agreement with Nest Labs, Inc.
- C.5 First Agreement with Mojo Associates
- C.6 Revisions to Policy 012 – Dogs in the Workplace

ACTION: It was M/S/C (Sears/Greene) to **approve Consent Calendar**. Motion carried by unanimous vote. (Abstain: Directors Birsan, Sears and Trotter on C.1; Director Bailey on C.4 and C.5) (Absent: Directors Blackwell and Coler).

Agenda Item #5 – Net Energy Metering Tariff Adjustment (Discussion/Action)

Justin Kudo, Deputy Director of Account Services introduced this item and addressed questions from the Committee.

ACTION: No vote. Committee recommended further discussion at Technical Committee and full Board.

Agenda Item #6 – MCE Supplier Diversity Symposium (Discussion)

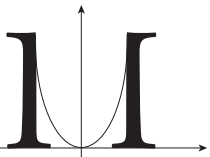
CEO, Dawn Weisz introduced this item, announced the Symposium is scheduled for Friday, January 26, 2018 in the Council Chambers of the City of Richmond, and addressed questions from the Committee.

The meeting was adjourned at 1:46 P.M. to the next scheduled Executive Committee Meeting on February 2, 2018.

Tom Butt, Executive Committee Chair

ATTEST:

Dawn Weisz, Chief Executive Officer



ACCOUNTANTS' COMPILATION REPORT

Board of Directors
Marin Clean Energy

Management is responsible for the accompanying special purpose statement of Marin Clean Energy (a California Joint Powers Authority) which comprise the budgetary comparison schedule for the period ended December 31, 2017, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any assurance on this special purpose budgetary comparison statement.

The special purpose statement is prepared in accordance with the budgetary basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. This report is intended for the information of the Board of Directors of MCE.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the special purpose budgetary comparison statement, they might influence the user's conclusions about the Authority's results of operations. Accordingly, this special purpose budgetary comparison statement is not designed for those who are not informed about such matters.

The supplementary information contained on page 4 is presented for purposes of additional analysis. The supplementary information has been compiled from information that is the representation of management. We have not audited or reviewed the supplementary information and, accordingly, do not express an opinion or provide any assurance on such supplementary information.

We are not independent with respect to the Authority because we performed certain accounting services that impaired our independence.

MAHER ACCOUNTANCY

San Rafael, CA
January 22, 2018



**MARIN CLEAN ENERGY
OPERATING FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2017 through December 31, 2017**

	Actual - from April 1 through December 31		YTD Budget (Amended)	YTD Budget Variance (Under) Over	YTD Budget Variance (Under)Over %	Annual Budget (Amended)	Budget Remaining
	2016/17	2017/18	2017/18	2017/18	2017/18	2017/18	2017/18
ENERGY REVENUE							
Revenue - Electricity (net of allowance)	\$ 133,406,791	\$ 158,947,711	\$ 165,966,332	\$ (7,018,621)	-4.23%	\$ 209,162,000	\$ 50,214,289
Other revenue	188,031	185,130	7,500	177,630	2368.40%	10,000	(175,130)
TOTAL ENERGY REVENUE	133,594,822	159,132,841	165,973,832	(6,840,991)	-4.12%	209,172,000	50,039,159
ENERGY EXPENSES							
Cost of energy	108,244,658	140,082,417	142,423,651	(2,341,234)	-1.64%	183,194,000	43,111,583
TOTAL ENERGY EXPENSES	108,244,658	140,082,417	142,423,651	(2,341,234)	-1.64%	183,194,000	43,111,583
NET ENERGY REVENUE	25,350,164	19,050,424	23,550,180	(4,499,756)		25,978,000	
OPERATING EXPENSES							
Personnel	3,293,087	4,106,946	4,938,000	(831,054)	-16.83%	6,584,000	2,477,054
Data manager	2,422,542	2,737,360	2,842,113	(104,753)	-3.69%	3,794,000	1,056,640
Service fees- PG&E	797,058	1,024,332	1,113,934	(89,602)	-8.04%	1,487,000	462,668
Technical and scheduling services	428,915	490,442	596,201	(105,759)	-17.74%	806,000	315,558
Legal counsel	467,087	399,129	603,000	(203,871)	-33.81%	804,000	404,871
Communications services and related expenses	891,135	551,280	1,478,250	(926,970)	-62.71%	1,971,000	1,419,720
Other services	307,064	424,192	1,110,750	(686,558)	-61.81%	1,481,000	1,056,808
General and administration	307,449	495,052	508,500	(13,448)	-2.64%	678,000	182,948
Occupancy	292,145	392,382	516,750	(124,368)	-24.07%	689,000	296,618
Integrated demand-side pilot programs	6,697	29,125	161,250	(132,125)	-81.94%	215,000	185,875
Marin County green business program	10,000	-	10,000	(10,000)	0.00%	10,000	10,000
Low income solar programs	17,800	37,600	30,000	7,600	25.33%	40,000	2,400
TOTAL OPERATING EXPENSES	9,240,979	10,687,840	13,908,749	(3,220,909)	-23.16%	18,559,000	7,871,160
OPERATING INCOME (LOSS)	16,109,185	8,362,584	9,641,432	(1,278,848)		7,419,000	
NONOPERATING REVENUES							
Grant Income			118,833	(118,833)	0.00%	713,000	713,000
Interest income	63,334	212,958	97,500	115,458	118.42%	130,000	(82,958)
TOTAL NONOPERATING REVENUES	63,334	212,958	216,333	(3,375)		843,000	630,042
NONOPERATING EXPENSES							
Interest expense and financing costs	32,515	40,000	168,000	(128,000)	-76.19%	168,000	128,000
Depreciation (supplemental)	68,238	83,467	90,750	(7,283)	-8.03%	121,000	37,533
TOTAL NONOPERATING EXPENSES	100,753	123,467	258,750	(135,283)		289,000	165,533
TOTAL NONOPERATING INCOME (EXPENSES)	(37,419)	89,491	(42,417)	131,908	-310.98%	554,000	
CHANGE IN NET POSITION	16,071,766	8,452,075	9,599,015	(1,146,940)		7,973,000	
CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER							
Capital outlay	85,628	177,808	558,000	(380,192)	-68.13%	744,000	566,192
Depreciation (supplemental)	(68,238)	(83,467)	(90,750)	7,283	-8.03%	(121,000)	(37,533)
Transfer to Renewable Energy Reserve	1,000,000	-	-	-		-	-
Transfer to Local Renewable Development Fund	173,000	186,000	186,000	-	0.00%	186,000	-
TOTAL CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER	1,190,390	280,341	653,250	(372,909)	-57.09%	809,000	528,659
Net increase (decrease) in available fund balance	\$ 14,881,376	\$ 8,171,734	\$ 8,945,765	\$ (774,031)		\$ 7,164,000	

**MARIN CLEAN ENERGY
ENERGY EFFICIENCY PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2017 through December 31, 2017**

	<u>Amended Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Public purpose energy efficiency program	\$ 1,691,000	\$ 946,287	\$ 744,713	55.96%
Public purpose Low Income Families and Tenants pilot program	<u>1,750,000</u>	<u>99,394</u>	<u>1,650,606</u>	5.68%
TOTAL REVENUE AND OTHER SOURCES:	<u>3,441,000</u>	<u>1,045,681</u>	<u>2,395,319</u>	
EXPENDITURES AND OTHER USES:				
Public purpose energy efficiency program	1,691,000	946,287	744,713	55.96%
Public purpose Low Income Families and Tenants pilot program	<u>1,750,000</u>	<u>99,394</u>	<u>1,650,606</u>	5.68%
TOTAL EXPENDITURES AND OTHER USES:	<u>3,441,000</u>	<u>1,045,681</u>	<u>2,395,319</u>	
Net increase (decrease) in fund balance	<u>\$ -</u>	<u>\$ -</u>		

**LOCAL RENEWABLE ENERGY DEVELOPMENT FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2017 through December 31, 2017**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Transfer from Operating Fund	\$ 186,000	\$ 186,000	\$ -	100.00%
EXPENDITURES AND OTHER USES:				
Capital Outlay and related	<u>186,000</u>	<u>31,841</u>	<u>154,159</u>	17.12%
Net increase (decrease) in fund balance	<u>\$ -</u>	154,159		
Fund balance at beginning of period		<u>-</u>		
Fund balance at end of period		<u>154,159</u>		

**RENEWABLE ENERGY RESERVE FUND
BUDGETARY COMPARISON SCHEDULE
April 1, 2017 through December 31, 2017**

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>	<u>Actual/ Budget</u>
REVENUE AND OTHER SOURCES:				
Other proceeds *	\$ 800,000	\$ 777,962	\$ 761,350	97.25%
Transfer from Operating Fund	<u>-</u>	<u>-</u>	<u>-</u>	N/A
Total revenue and other sources	<u>\$ 800,000</u>	<u>\$ 777,962</u>	<u>\$ 761,350</u>	
EXPENDITURES AND OTHER USES:	<u>225,000</u>	<u>-</u>	<u>225,000</u>	0.00%
Net increase (decrease) in fund balance	<u>\$ 575,000</u>	777,962		
Fund balance at beginning of period		<u>443,721</u>		
Fund balance at end of period		<u>\$ 1,221,683</u>		

*Other proceeds relate to the transfer of the Solar One project.

MARIN CLEAN ENERGY
BUDGETARY SUPPLEMENTAL SCHEDULE
April 1, 2017 through December 31, 2017

	<u>Actual</u>
Other services	
Audit	\$ 36,496
Accounting	111,348
IT Consulting	69,250
Human resources & payroll fees	7,766
Miscellaneous professional fees	199,332
	<u> </u>
Other services	<u>\$ 424,192</u>
General and administration	
Data and telephone service	\$ 27,093
Meeting room rentals	3,618
Office equipment lease	4,365
Dues and subscriptions	217,756
Conferences and professional education	43,866
Travel	54,916
Business meals	7,116
Interest and late fees	1,143
Miscellaneous administration	83,972
Office supplies and postage	51,207
	<u> </u>
General and administration	<u>\$ 495,052</u>



February 2, 2018

TO: MCE Executive Committee

FROM: Sarah Estes-Smith, Director of Internal Operations

RE: Proposed Third Amendment to Second Agreement with Malen Concepts (Agenda Item #04 – C.3)

ATTACHMENTS: A. Second Agreement with Malen Concepts
B. First Amendment to Second Agreement with Malen Concepts
C. Second Amendment to Second Agreement with Malen Concepts
D. Proposed Third Amendment to Second Agreement with Malen Concepts

Dear Executive Committee Members:

SUMMARY:

Since September 2016, Malen Concepts has provided furnishing and interior design consulting services to MCE for its San Rafael Office, including the procurement and installation of design elements for its meeting rooms, common spaces, and reception area. In May 2017, MCE entered into the Second Agreement with Malen Concepts, and subsequent First and Second Amendments, to continue providing interior design services at MCE's San Rafael Office, and offer preliminary consulting for MCE's Concord Office, for a total contract amount not to exceed \$25,000.

To date, Malen Concepts has provided high-quality and responsive service to MCE. The design elements, including multi-purpose furniture and custom artwork, have contributed to MCE's pleasant and productive work environment, while showcasing MCE's achievements and commitments to the communities it serves. MCE staff intend to replicate this atmosphere in its Concord Office.

At this time, MCE recommends approval of the proposed Third Amendment to the Second Agreement with Malen Concepts to increase the contract amount by \$100,000 for a total not to exceed \$125,000, and extend interior design consulting services through December 31, 2018. These adjustments would allow Malen Concepts and MCE staff adequate time for concept design planning, as well as all design element procurement and installation.

Fiscal Impact: Costs incurred in FY 2017/18 are included in the FY 2017/18 Operating Budget. Costs expected to be incurred in FY 2018/19 are included in the proposed FY 2018/19 Operating Budget to be presented to your Executive Committee and Board in February 2018.

Recommendation: Approve the proposed Third Amendment to the Second Agreement with Malen Concepts.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**SECOND AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND MALEN CONCEPTS**

THIS SECOND AGREEMENT ("Agreement") is made and entered into this day **May 16, 2017** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and MALEN CONCEPTS, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: design services including the procurement and installation of design elements at MCE Offices;

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by MCE, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

MCE agrees to make available all pertinent data and records for review, subject to MCE Policy 001 - Confidentiality.

3. FEES AND PAYMENT SCHEDULE; INVOICING:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Contractor shall email invoices to MCE on a monthly basis for any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable. The final invoice must be submitted within 30 days of completion of the stated scope of services or termination of this Agreement.

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$15,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **May 16, 2017**, and shall terminate on **March 31, 2018**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

6. INSURANCE AND SAFETY:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MCE. The general liability policy shall be endorsed naming Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Contractor's obligations under paragraph 16 of this Agreement to indemnify, defend and hold MCE harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. MCE agrees to timely notify the Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the agreement. In addition to any other available remedies, MCE may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. MCE shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

6.2 AUTO LIABILITY

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MCE prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE (REQUIRED IF CHECKED)

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and MCE may conclusively rely thereon.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement. Contractor shall monitor the safety of the job site(s) during the project to comply with all applicable federal, state, and local laws, and to follow safe work practices.

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all federal, state and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior written approval of MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to MCE evidence of same. Nothing contained in this Agreement or otherwise stated between the parties shall create any legal or contractual relationship between MCE and any subcontractor, and no subcontract shall relieve Contractor of any of its duties or obligations under this Agreement. Contractor shall be solely responsible for ensuring its subcontractors' compliance with the terms and conditions of this Agreement. Contractor's obligation to pay its subcontractors is an independent obligation from MCE's obligation to make payments to Contractor. As a result, MCE shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Agreement are personal to the Contractor and may not be transferred or assigned without the express prior written consent of MCE.

10. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. MCE shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Contract period and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises or, at MCE's option,

Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MCE. Contractor shall refund any monies erroneously charged. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings, and shall promptly refund any overpayments made by MCE based on undisputed audit findings.

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of MCE upon payment to Contractor for such work. MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at MCE's expense, provide such reports, plans, studies, documents and writings to MCE or any party MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for MCE.

12. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, MCE may terminate this Agreement by giving five business days' written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Agreement for any reason by giving 30 calendar days' written notice to the other party. Notice of termination shall be by written notice to the other parties and be sent by registered mail or by email to the email address listed in Section 19 Invoices; Notices.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).
- E. MCE may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.

13. AMENDMENT:

This Agreement may be amended or modified only by written agreement of all parties.

14. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MCE, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

16. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold MCE, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement.

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

MCE is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constituent members. MCE shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MCE's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all applicable federal, state and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Marin County Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Agreement.

19. INVOICES; NOTICES

This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall be submitted by email to:

 Email Address: invoices@mcecleanenergy.org

All other notices shall be given to MCE at the following location:

Contract Manager: Catalina Murphy

 MCE Address: 1125 Tamalpais Avenue

 San Rafael, CA 94901

 Email Address: contracts@mcecleanenergy.org

 Telephone No.: (415) 464-6014

Notices shall be given to Contractor at the following address:

Contractor: Johanna Malen of Malen Concepts

 Address: 369-B Third Street

 San Rafael, CA 94901

 Email Address: johanna@malenconcepts.com

 Telephone No.: (415) 699-4291

20. ACKNOWLEDGEMENT OF EXHIBITS

In the event of a conflict between the Terms of this Agreement and the terms in any of the following Exhibits, the terms in this Agreement will govern.

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/>	Scope of Services	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	Fees and Payment	

21. SEVERABILITY

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provision, will continue in full force and effect and will in no way be impaired or invalidated.

22. COMPLETE AGREEMENT

This Agreement along with any attached Exhibits constitutes the entire Agreement between the parties. No modification or amendment shall be valid unless made in writing and signed by each party. Failure of either party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor will provide design services including the procurement and installation of design elements at MCE Offices for the Barbara George Learning Center and other design proposals as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement.

Contractor's design services include:

- **Conceptual Design:**
 - Site visit, including discussions of space and needs, and measurements
 - Meetings and communication with MCE Staff
 - Proposal

- **Project Execution:**
 - Researching resources, products, and third parties
 - Procuring actual pieces of the design, as needed
 - Meetings and communication with MCE Staff
 - Project management, delivery, and installation

EXHIBIT B
FEES AND PAYMENT SCHEDULE

For services provided under this Agreement, MCE shall pay Contractor at a rate of \$84 per hour, not to exceed the budgets as estimated below:

Conceptual Design:	\$1,200
Project Execution of proposals approved in writing by MCE:	\$12,500

Contractor shall bill MCE monthly. Upon written request of the Contractor, and written approval of MCE, funds may be shifted between budgets as needed to accomplish the scope of services outlined in this Agreement. In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of **\$15,000** for the term of the Agreement.

24. PERFORMANCE AND PAYMENT BOND (REQUIRED IF CHECKED)

Contractor shall furnish, concurrently with signing the contract, a Performance & Payment Bond for a sum not less than 100 percent (100%) of the total amount of the contract. The bond shall be in the form of a bond and not a deposit in lieu of a bond. The bond shall be executed by an admitted surety insurer. The bond shall guarantee payment by Contractor of all materials, provisions, provender, supplies, and equipment used in, upon, for, or about the performance of said construction, and protect MCE from any liability, losses, or damages arising therefrom.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

APPROVED BY

Marin Clean Energy:

By: *Don W. [Signature]*
CEO
Date: 5-16-17

CONTRACTOR:

By: *Johanna Malen [Signature]*
Name: Johanna Malen
Date: 5-23-17

MODIFICATIONS TO STANDARD SHORT FORM

Standard Short Form Content Has Been Modified

List sections affected: _____

Approved by MCE Counsel: _____ Date: _____

**FIRST AMENDMENT TO SECOND AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND MALEN CONCEPTS**

This FIRST AMENDMENT is made and entered into on October 3, 2017, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and MALEN CONCEPTS (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide design services including the procurement and installation of design elements at MCE Offices as directed by MCE staff dated May 16, 2017 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the Agreement provided for Contractor to be compensated in an amount not to exceed \$15,000 for the design services described within the scope therein; and

WHEREAS the parties desire to amend the Agreement to increase the contract amount by \$5,500 for additional design and execution of proposals approved by MCE, for total consideration not to exceed \$20,500.

NOW, THEREFORE, the parties agree to modify Section 4 and Exhibit B as set forth below.

AGREEMENT

1. Section 4 is hereby amended to read as follows:

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$20,500**.

2. Exhibit B is hereby replaced in its entirety read as follows:

For services provided under this Agreement, MCE shall pay Contractor on a time and materials basis, not to exceed the budgets as estimated below. Consulting time shall be billed a rate of \$84/hour.

Conceptual Design	\$2,000
Project Execution, incl. Materials	\$18,500

Contractor requires a 50% deposit on any approved materials prior to ordering.

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of \$20,500 for the term of the agreement.

3. Except as otherwise provided herein all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day first written above.

CONTRACTOR:

By: *Ophelia Malen*

Date: 10.3.17

MARIN CLEAN ENERGY:

By: *[Signature]*

Date: 10-10-17

**SECOND AMENDMENT TO SECOND AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND MALEN CONCEPTS**

This SECOND AMENDMENT is made and entered into on December 14, 2017, by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE"), and MALEN CONCEPTS (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide design services including the procurement and installation of design elements at MCE Offices as directed by MCE staff dated May 16, 2017, and amended on October 3, 2017 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the Agreement provided for Contractor to be compensated in an amount not to exceed \$20,500 for the design services described within the scope therein; and

WHEREAS the parties desire to further amend the Agreement to increase the contract amount by \$4,500 for additional design and execution of proposals approved by MCE, for total consideration not to exceed \$25,000.

NOW, THEREFORE, the parties agree to modify Section 4 and Exhibit B as set forth below.

AGREEMENT

1. Section 4 is hereby amended to read as follows:

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$25,000**.

2. Exhibit B is hereby replaced in its entirety to read as follows:

For services provided under this Agreement, MCE shall pay Contractor on a time and materials basis. Consulting time shall be billed at a rate of \$84/hour.

Contractor requires a 50% deposit on any approved materials prior to ordering.

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of \$25,000 for the term of the Agreement.

3. Except as otherwise provided herein all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the day first written above.

CONTRACTOR:

By: *Alanna Malen*

Date: 12.15.17

MARIN CLEAN ENERGY:

By: *Don Edging*

Date: 12-14-17

**THIRD AMENDMENT TO SECOND AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND MALEN CONCEPTS**

This THIRD AMENDMENT is made and entered into on February 2, 2018, by and between MARIN CLEAN ENERGY (hereinafter referred to as "MCE"), and MALEN CONCEPTS (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide design services including the procurement and installation of design elements at MCE Offices as directed by MCE staff dated May 16, 2017, and amended on October 3, 2017 and December 15, 2017 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the Agreement, as amended, provided for Contractor to be compensated in an amount not to exceed \$25,000 for the design services described within the scope therein; and

WHEREAS the parties desire to further amend the Agreement to increase the contract amount by \$100,000 for additional design and execution of proposals approved by MCE, for total consideration not to exceed \$125,000; and

WHEREAS, Section 5 of the Agreement stated the Agreement shall terminate on March 31, 2018; and

WHEREAS the parties desire to further amend the Agreement to extend the time of the Agreement.

NOW, THEREFORE, the parties agree to modify Sections 4 and 5, and Exhibits A and B as set forth below.

AGREEMENT

1. Section 4 is hereby amended to read as follows:

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$125,000**.

2. Section 5 is hereby amended to read as follows:

TIME OF AGREEMENT:

This Agreement shall commence on **May 16, 2017**, and shall terminate on **December 31, 2018**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

3. Exhibit A is hereby replaced in its entirety to read as follows:

Contractor will provide design services including the procurement and installation of design elements at MCE Offices, as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement.

San Rafael Office Scope

- Barbara George Learning Center
- Lobby/reception area
- Elevator landing

PHASE I: Conceptual Design

- Site visit, including discussions of space and needs, and measurements
- Meetings and communication with MCE Staff
- Proposal

PHASE II: Project Execution

- Research and select vendors, resources, products, and third parties
- Procuring actual pieces of the design, as needed
- Meetings and communication with MCE Staff
- Project management, delivery, and installation

Concord Office Scope

- Fit and finish selection
- Large conference room – Board tables and chairs / audience chairs / audio-visual storage and/or credenza / artwork
- Lobby/reception area – front desk / guest furniture / artwork / accessories
- Main corridor common space – 3-4 furniture groupings / artwork
- Small conference rooms (3) – 2 formal / 1 informal with casual options / artwork
- Kitchen – seating / tables / accessories / artwork
- Kitchen – island or alternative (utilize sub-contractor for concept and feasibility determination including size, configuration, power, permitting if required, drawing, sourcing, delivery, and installation)
- Staff lounge and Quiet room – artwork / concepts and rough sketch for layout suggestions (Contractor is not responsible for sourcing or delivery if recycled furniture is desired)
- Hoteling stations – artwork
- Not included: personal offices and furniture for hoteling stations

PHASE I: Preliminary Concept

- Site visit, including discussions of space, needs, and measurements as needed
- Preliminary consulting and concept design for fit and finish, large conference room, and temporary solution for front desk
- Meetings and communication with MCE Staff

PHASE II: Conceptual Design

- Site visits, including discussions of space, needs, and measurements as needed

- Meetings and communication with MCE Staff
- In-person concept design PDF presentation, including options for all Concord office scope items
- Provide revised concept design PDF(s) based on feedback from in-person meeting for CEO review and approval
- Allow for up to two (2) rounds of comments and concept design PDF revision prior to final approval

PHASE III: Design Proposal / Budget

- Site visits, including discussions of space, needs, and measurements as needed
- Meetings and communication with MCE Staff
- Research and select vendors, resources, products, and third parties based on approval of design concept and feedback
- In-person design proposal PDF presentation including the selections and specifications for all Concord office scope items
- Develop 3-D rendering based on feedback from design proposal presentation for CEO review and approval (utilize sub-contractor as needed)
- Allow for up to two (2) rounds of minimal comments and revised 3-D rendering prior to final approval

PHASE IV: Design Approval / Execution

- Site visits, including discussions of space, needs, and measurements as needed
- Meetings and communication with MCE Staff
- Procuring actual pieces of the design, as needed
- Project management, delivery, and installation

4. Exhibit B is hereby replaced in its entirety to read as follows:

San Rafael Office Payment Schedule

For services provided under this Agreement pertaining to the San Rafael Office, MCE shall pay Contractor on a time and materials basis. Consulting time shall be billed at a rate of \$84/hour (2017 rate), not to exceed \$20,500.

Concord Office Payment Schedule

For services provided under this Agreement pertaining to the Concord Office, MCE shall pay Contractor as follows:

- Phase I, time and materials \$84/hour (2017 rate), not to exceed \$4,500
- Phase II, flat fee Not to exceed \$6,000
- Phase III, time \$110/hour (2018 rate), not to exceed \$10,000
- Phase IV, time \$110/hour (2018 rate), not to exceed \$13,500
- Phase IV, materials Not to exceed \$70,500

Contractor requires a 50% deposit on any approved materials prior to ordering.

Contingent upon written permission by MCE Staff, funds may be shifted between phases as needed.

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of \$125,000 for the term of the Agreement.

5. Except as otherwise provided herein all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the day first written above.

CONTRACTOR:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____



February 2, 2018

TO: MCE Executive Committee

FROM: Grace Peralta, Residential Program Manager

RE: Second Amendment to the Fifth Agreement with the Association for Energy Affordability (Agenda Item #04 - C.4)

ATTACHMENTS: A. Fifth Agreement with the Association for Energy Affordability (AEA)
B. First Amendment to the Fifth Agreement with AEA
C. Proposed Second Amendment to the Fifth Agreement with AEA

Dear Executive Committee Members:

SUMMARY:

The proposed Second Amendment to the Fifth Agreement with Association for Energy Affordability (AEA) corrects a clerical error made in the First Amendment to the Fifth Agreement that inadvertently excluded funds, allocated for 2017, that were previously approved by your Committee.

Background

MCE has been contracting with AEA for support of its Multifamily Energy Savings Program since October of 2012. On December 2, 2016 MCE entered into the Fifth Agreement with AEA for the continuation of multifamily energy savings services through December 31, 2017, for a total contract amount not to exceed \$150,000.

The First Amendment, entered into on November 3, 2017, increased the maximum contract amount from \$150,000 to \$322,066 for additional expenses needed for the remainder of 2017, and established new budget for services to be provided January 1, 2018 through December 31, 2018. It was staff's intention to add \$322,066 to the existing program implementation budget of \$150,000, making the maximum contract amount \$472,066.

MCE now seeks approval of the proposed Second Amendment to the Fifth Agreement to remedy the error in the First Amendment, and increase the maximum contract amount to \$472,066.

Fiscal Impacts: Expenditures related to the proposed Amendment would be funded through the Approved FY 2017/2018 and Proposed FY 2018/19 Energy Efficiency Program Fund using funds allocated by the California Public Utilities Commission.

Recommendation: Approve the proposed Second Amendment to the Fifth Agreement with the Association for Energy Affordability.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**FIFTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND ASSOCIATION FOR ENERGY AFFORDABILITY (AEA)**

THIS FIFTH AGREEMENT ("Agreement") is made and entered into this day **December 2, 2016** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and ASSOCIATION FOR ENERGY AFFORDABILITY (AEA), hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: technical consulting services for MCE's Multifamily, Low Income Families and Tenants, and Commercial Energy Efficiency Programs;

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by MCE, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

MCE agrees to make available all pertinent data and records for review, subject to MCE Policy 001 - Confidentiality.

3. FEES AND PAYMENT SCHEDULE; INVOICING:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Contractor shall email invoices to MCE at invoices@mcecleanenergy.org on a monthly basis for any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable. The final invoice must be submitted within 30 days of completion of the stated scope of services or termination of this Agreement.

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$150,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **January 1, 2017**, and shall terminate on **December 31, 2017**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

6. INSURANCE AND SAFETY:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MCE. The general liability policy shall be endorsed naming Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Contractor's obligations under paragraph 16 of this Agreement to indemnify, defend and hold MCE harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. MCE agrees to timely notify the Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the agreement. In addition to any other available remedies, MCE may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. MCE shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

6.2 AUTO LIABILITY

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MCE prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and MCE may conclusively rely thereon.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement. Contractor shall monitor the safety of the job site(s) during the project to comply with all applicable federal, state, and local laws, and to follow safe work practices.

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior written approval of MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to MCE evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Agreement are personal to the Contractor and may not be transferred or assigned without the express prior written consent of MCE.

10. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. MCE shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Contract period and for at least five (5)

years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises or, at MCE's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MCE. Contractor shall refund any monies erroneously charged.

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of MCE upon payment to Contractor for such work. MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at MCE's expense, provide such reports, plans, studies, documents and writings to MCE or any party MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for MCE.

12. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, MCE may terminate this Agreement by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).

13. AMENDMENT:

This Agreement may be amended or modified only by written agreement of all parties.

14. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MCE, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

16. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold MCE, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement.

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

MCE is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constituent members. MCE shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MCE's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Agreement.

19. NOTICES

This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall be submitted by email. All notices shall be given to MCE at the following location:

Contract Manager:	Catalina Murphy
MCE Address:	1125 Tamalpais Avenue
	San Rafael, CA 94901
Email Address:	contracts@mcecleanenergy.org
Telephone No.:	(415) 464-6014

Notices shall be given to Contractor at the following address:

Contractor:	Andrew Brooks
Address:	5900 Hollis St, Suite R2
	Emeryville, CA 94608
Email Address:	abrooks@aea.us.org
Telephone No.:	(510) 431-1791

20. ACKNOWLEDGEMENT OF EXHIBITS

In the event of a conflict between the Terms of this Agreement and the terms in any of the following Exhibits, the terms in this Agreement will govern.

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/>	Scope of Services	ACB
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	Fees and Payment	ACB

21. SEVERABILITY

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provision, will continue in full force and effect and will in no way be impaired or invalidated.

22. COMPLETE AGREEMENT

This Agreement along with any attached Exhibits constitutes the entire Agreement between the parties. No modification or amendment shall be valid unless made in writing and signed by each party. Failure of either party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

APPROVED BY

Marin Clean Energy:

CONTRACTOR:

By: *Don W. [Signature]*
CEO
Date: 12-2-16

By: *[Signature]*
Name: Andrew Brooks

By: *Kate Sears*
Chairperson
Date: 12-2-16

Date: 12/8/2016

MCE COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

REASON(S) REVIEW:

- Standard Short Form Content Has Been Modified
- Optional Review by MCE Counsel at Marin Clean Energy's Request

MCE Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor will provide the following technical consulting services for MCE's Multifamily, Low Income Families and Tenants, and Commercial Energy Efficiency Programs, as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

#1: BUILDING INFORMATION & UTILITY DATA ANALYSIS

Contractor will work with MCE and its program partners to develop a list of candidate buildings to retrofit. Contractor will analyze the building characteristics, systems and energy usage data of those buildings to identify those with the highest potential for deep energy savings.

#2: BUILDING LEVEL ENERGY AUDITS:

Contractor will determine which buildings in MCE's pipeline are best served by ASHRAE Level I Energy Audits and which are better served by ASHRAE Level II Energy Audits. Contractor will begin to perform audits on buildings coming into the program as the budget allows.

#3: ENERGY EFFICIENCY MEASURE (EEM) IMPLEMENTATION:

Contractor will facilitate the implementation of the energy efficiency measures. For any complex measures that warrant it, such as boiler or HVAC replacements or retrofits, Contractor will develop design specifications to be used in the bid process. The design specifications may include equipment sizing, equipment selection, piping diagrams, controls sequences and other detailed engineering components. For measures that require more basic performance based specifications, such as wall or attic insulation, Contractor will develop specifications that will enable the project to achieve the pre-determined performance goals set by the program. Contractor will also perform post installation Quality Assurance and Verification inspections to ensure that the measures were installed in such a manner that they will achieve the projected energy savings.

#4: DATA MANAGEMENT FOR EM&V PROCESS:

Contractor will work with MCE to help identify which data points should be collected and tracked for every project. Contractor can help develop the tools necessary for collected, tracking and analyzing the data that will be required for the EM&V process.

#5: WORKFORCE DEVELOPMENT:

Contractor will help MCE to identify and train candidates for the Direct Install team. Contractor will assist with training of contractors and building operators as needed and when requested by MCE.

EXHIBIT B
FEES AND PAYMENT SCHEDULE

For services provided under this agreement, Contractor shall bill in .25-hour increments. MCE shall pay the Contractor in accordance with the following fees/payment schedule:

2017 Billing Rates	Hourly Rate
Director	\$165.00
Senior Analyst	\$150.00
Analyst	\$130.00

2017 Budget Categories	Total
Administration	\$8,133
Direct Implementation Non-Incentives	\$130,083
Incentives	\$8,034
Marketing, Education & Outreach	\$3,750
Total Not-to-Exceed (NTE):	\$150,000

In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of **\$150,000** for the term of the agreement.

**FIRST AMENDMENT TO FIFTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND ASSOCIATION FOR ENERGY
AFFORDABILITY (AEA)**

This FIRST AMENDMENT is made and entered into on November 3, 2017, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and ASSOCIATION FOR ENERGY AFFORDABILITY (AEA) (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide technical consulting services for MCE's Multifamily, Low Income Families and Tenants, and Commercial Energy Efficiency Programs as directed by MCE staff dated December 2, 2016 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the Agreement provided for Contractor to be compensated in an amount not to exceed \$150,000 for the technical consulting services described within the scope therein; and

WHEREAS the parties desire to amend the Agreement to increase the contract amount by \$172,066 for the amended scope as provided in Exhibit A, for a total consideration not to exceed \$322,066.

WHEREAS, Section 5 the Agreement stated the Agreement shall terminate on December 31, 2017; and

WHEREAS the parties desire to further amend the Agreement to extend the time of the Agreement;

NOW, THEREFORE, the parties agree to modify Section 4, Section 5, Exhibit A and Exhibit B as set forth below.

AGREEMENT

1. Section 4 is hereby amended to read as follows:

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$322,066**.

2. Section 5 is hereby amended to read as follows:

TIME OF AGREEMENT:

This Agreement shall commence on **January 1, 2017**, and shall terminate on **December 31, 2018**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

3. Exhibit A is hereby amended and replaced in its entirety to read as follows:

Contractor will provide the following technical consulting services for MCE's Multifamily Energy Savings, Low-Income Families and Tenants Pilot (LIFT), and Commercial Energy Savings Programs, as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement:

MULTIFAMILY ENERGY SAVINGS PROGRAM

#1: BUILDING INFORMATION & UTILITY DATA ANALYSIS:

Contractor will work with MCE and its program partners to develop a list of candidate buildings to retrofit. Contractor will analyze the building characteristics, systems and energy usage data of those buildings to identify those with the highest potential for deep energy savings.

#2: BUILDING LEVEL ENERGY AUDITS:

Contractor will determine which buildings in MCE's pipeline are best served by ASHRAE Level I Energy Audits and which are better served by ASHRAE Level II Energy Audits. Contractor will begin to perform audits on buildings coming into the program as the budget allows.

#3: ENERGY EFFICIENCY MEASURE (EEM) IMPLEMENTATION:

Contractor will facilitate the implementation of the energy efficiency measures. For any complex measures that warrant it, such as boiler or HVAC replacements or retrofits, Contractor will develop design specifications to be used in the bid process. The design specifications may include equipment sizing, equipment selection, piping diagrams, controls sequences and other detailed engineering components. For measures that require more basic performance based specifications, such as wall or attic insulation, Contractor will develop specifications that will enable the project to achieve the pre-determined performance goals set by the program. Contractor will also perform post installation Quality Assurance and Verification inspections to ensure that the measures were installed in such a manner that they will achieve the projected energy savings.

#4: DATA MANAGEMENT FOR EVALUATION MEASUREMENT & VERIFICATION (EM&V) PROCESS:

Contractor will work with MCE to help identify which data points should be collected and tracked for every project. Contractor can help develop the tools necessary for collecting, tracking and analyzing the data that will be required for the EM&V process.

#5: WORKFORCE DEVELOPMENT:

Contractor will help MCE to identify and train candidates for the Direct Install team. Contractor will assist with training of contractors and building operators as needed and when requested by MCE.

#6: ENERGY ORBIT DATABASE MANAGEMENT AND DEVELOPMENT:

Contractor will facilitate and oversee the development of the Energy Orbit (eO) data management system to manage the Multifamily Energy Savings and Commercial Energy Savings programs under this agreement.

LOW-INCOME FAMILIES AND TENANTS PILOT PROGRAM (LIFT)

#1: BUILDING INFORMATION & UTILITY DATA ANALYSIS:

Contractor will work with MCE and its program partners to develop a list of candidate buildings to retrofit. Contractor will analyze the building characteristics, systems and energy usage data of those buildings to identify those with the highest potential for deep energy savings.

#2: BUILDING LEVEL ENERGY AUDITS:

Contractor will determine which buildings in MCE's pipeline are best served by ASHRAE Level I Energy Audits and which are better served by ASHRAE Level II Energy Audits. Contractor will begin to perform audits on buildings coming into the program as the budget allows.

#3: ENERGY EFFICIENCY MEASURE (EEM) IMPLEMENTATION:

Contractor will facilitate the implementation of the energy efficiency measures. For any complex measures that warrant it, such as boiler or HVAC replacements or retrofits, Contractor will develop design specifications to be used in the bid process. The design specifications may include equipment sizing, equipment selection, piping diagrams, controls sequences and other detailed engineering components. For measures that require more basic performance based specifications, such as wall or attic insulation, Contractor will develop specifications that will enable the project to achieve the pre-determined performance goals set by the program. Contractor will also perform post installation Quality Assurance and Verification inspections to ensure that the measures were installed in such a manner that they will achieve the projected energy savings.

#4: DATA MANAGEMENT FOR EM&V PROCESS:

Contractor will work with MCE to help identify which data points should be collected and tracked for every project. Contractor can help develop the tools necessary for collecting, tracking and analyzing the data that will be required for the EM&V process.

#5: WORKFORCE DEVELOPMENT:

Contractor will help MCE to identify and train candidates for the Direct Install team. Contractor will assist with training of contractors and building operators as needed and when requested by MCE.

#6: ENERGY ORBIT DATABASE MANAGEMENT AND DEVELOPMENT:

Contractor will facilitate and oversee the development of the Energy Orbit (eO) data management system to manage the Multifamily Energy Savings and Commercial Energy Savings programs under this agreement.

COMMERCIAL ENERGY SAVINGS PROGRAMS

#1: BUILDING INFORMATION & UTILITY DATA ANALYSIS:

Contractor will work with MCE and its program partners to develop a list of candidate buildings to retrofit. Contractor will analyze the building characteristics, systems and energy usage data of those buildings to identify those with the highest potential for deep energy savings.

#2: BUILDING LEVEL ENERGY AUDITS:

Contractor will determine which buildings in MCE's pipeline are best served by ASHRAE Level I Energy Audits and which are better served by ASHRAE Level II Energy Audits. Contractor will begin to perform audits on buildings coming into the program as the budget allows.

#3: ENERGY EFFICIENCY MEASURE (EEM) IMPLEMENTATION:

Contractor will facilitate the implementation of the energy efficiency measures. For any complex measures that warrant it, such as boiler or HVAC replacements or retrofits, Contractor will develop design specifications to be used in the bid process. The design specifications may include equipment sizing, equipment selection, piping diagrams, controls sequences and other detailed engineering components. For measures that require more basic performance based specifications, such as wall or attic insulation, Contractor will develop specifications that will enable the project to achieve the pre-determined performance goals set by the program. Contractor will also perform post installation Quality Assurance and Verification inspections to ensure that the measures were installed in such a manner that they will achieve the projected energy savings.

#4: DATA MANAGEMENT FOR EM&V PROCESS:

Contractor will work with MCE to help identify which data points should be collected and tracked for every project. Contractor can help develop the tools necessary for collecting, tracking and analyzing the data that will be required for the EM&V process.

4. Exhibit B is hereby amended and replaced in its entirety to read as follows:

For services provided under this agreement, Contractor shall bill in .25-hour increments. MCE shall pay the Contractor in accordance with the following fees/payment schedule:

2017 Billing Rates	Hourly Rate
Director	\$175.00
Senior Program Manager	\$165.00
Program Manager	\$150.00
Associate Program Manger	\$135.00
Senior Energy Analyst	\$165.00
Energy Analyst II	\$150.00
Energy Analyst	\$140.00
Office Manager	\$125.00

Program	Budget Categories	2017 Amendment	2018	2017 + 2018
Multifamily Program	Administration		\$ 20,000.00	\$ 20,000.00
	Direct Implementation Non-Incentives		\$ 109,250.00	\$ 109,250.00
	Energy Orbit Database License	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00

	Energy Orbit Database Support	\$ 3,400.00	\$ 5,950.00	\$ 9,350.00
	Energy Orbit Database Maintenance and development	\$ 28,080.00	\$ 28,080.00	\$ 56,160.00
	Marketing, Education & Outreach		\$ 5,750.00	\$ 5,750.00
TOTAL MF		\$ 34,480.00	\$ 172,030.00	\$ 206,510.00
LIFT Program	Administration		\$ 7,200.00	\$ 7,200.00
	Direct Implementation Non-Incentives	\$ 13,333.00	\$ 70,400.00	\$ 83,733.00
	Marketing, Education & Outreach		\$ 2,400.00	\$ 2,400.00
TOTAL LIFT		\$ 13,333.00	\$ 80,000.00	\$ 93,333.00
Commercial Program	Administration		\$ 3,125.00	\$ 3,125.00
	Direct Implementation Non-Incentives	\$ 6,600.00	\$ 12,498.00	\$ 19,098.00
TOTAL COMM		\$ 6,600.00	\$ 15,623.00	\$ 22,223.00
Total Not-to-Exceed (NTE):			\$ 322,066.00	

In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of **\$322,066** for the term of the Agreement.

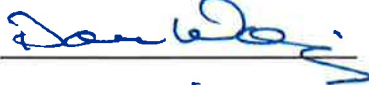
5. Except as otherwise provided herein all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day first written above.


CONTRACTOR:

By: 
 Date: 11-9-2017
 11-9-2017

MARIN CLEAN ENERGY:

By: 
 Date: 11-3-17

MARIN CLEAN ENERGY:

By:  *SCB for T4 BTT*
 Date: 11/3/2017

**SECOND AMENDMENT TO FIFTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND ASSOCIATION FOR ENERGY
AFFORDABILITY (AEA)**

This SECOND AMENDMENT is made and entered into on February 2, 2018, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and ASSOCIATION FOR ENERGY AFFORDABILITY (AEA) (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide technical consulting services for MCE's Multifamily, Low-Income Families and Tenants, and Commercial Energy Efficiency Programs as directed by MCE staff dated December 2, 2016 and amended on November 3, 2017 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the Agreement, as amended, provided for Contractor to be compensated in an amount not to exceed \$322,066 for the technical consulting services described within the scope therein; and

WHEREAS the parties desire to further amend the Agreement to increase the contract amount by \$150,000 to allow for continuation of services for the duration of the contract, for a total consideration not to exceed \$472,066.

NOW, THEREFORE, the parties agree to modify Section 4 and Exhibit B as set forth below.

AGREEMENT

1. Section 4 is hereby amended to read as follows:

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$472,066**.

2. Exhibit B is hereby amended and replaced in its entirety to read as follows:

For services provided under this Agreement, Contractor shall bill in .25-hour increments. MCE shall pay Contractor in accordance with the following fees/payment schedule:

2017/201718 Billing Rates	Hourly Rate
Director	\$175.00
Senior Program Manager	\$165.00
Program Manager	\$150.00
Associate Program Manger	\$135.00
Senior Energy Analyst	\$165.00
Energy Analyst II	\$150.00
Energy Analyst	\$140.00

Office Manager	\$125.00
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Program	Budget Categories	2017	2018	2017 + 2018
Multifamily Program	Administration	\$12,150	\$ 20,000	\$ 32,150
	Direct Implementation Non-Incentives	\$134,100	\$ 109,250	\$ 243,350
	Energy Orbit Database License	\$ 3,000	\$ 3,000	\$ 6,000
	Energy Orbit Database Support	\$ 3,400	\$ 5,950	\$ 9,350
	Energy Orbit Database Maintenance and development	\$ 28,080	\$ 28,080	\$ 56,160
	Marketing, Education & Outreach	\$3,750	\$ 5,750	\$ 9,500
TOTAL MF		\$ 184,480	\$ 172,030	\$ 356,510
LIFT Program	Administration		\$ 7,200	\$ 7,200
	Direct Implementation Non-Incentives	\$ 13,333	\$ 70,400	\$ 83,733
	Marketing, Education & Outreach		\$ 2,400	\$ 2,400
TOTAL LIFT		\$ 13,333	\$ 80,000	\$ 93,333
Commercial Program	Administration		\$ 3,125	\$ 3,125
	Direct Implementation Non-Incentives	\$ 6,600	\$ 12,498	\$ 19,098
TOTAL COMM		\$ 6,600	\$ 15,623	\$ 22,223
Total Not-to-Exceed (NTE):		\$ 472,066		

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of **\$472,066** for the term of the Agreement.

3. Except as otherwise provided herein all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the day first written above.

CONTRACTOR:

MARIN CLEAN ENERGY:

By: _____

By: _____

Date: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____



February 2, 2018

TO: MCE Executive Committee

FROM: Elizabeth Kelly, General Counsel

RE: Second Amendment to the First Agreement with Keyes & Fox, LLP (Agenda Item #04 - C.5)

ATTACHMENTS: A. First Agreement with Keyes & Fox, LLP
B. First Amendment to the First Agreement with Keyes & Fox, LLP
C. Draft Second Amendment to First Agreement with Keyes & Fox, LLP

Dear Executive Committee Members:

SUMMARY:

Keyes and Fox, LLP provides legal and regulatory services for MCE. Specifically, Keyes & Fox has provided assistance on the Energy Efficiency Business Plan (EEBP) proceedings, and the Energy Efficiency Rulemaking (EE OIR) proceeding, as well as MCE's Annual Budget Filing (AL 25-E-A) and other regulatory proceedings as requested.

Due to the need for increased engagement in this year's Energy Efficiency proceedings, including regulatory filings and related services, Staff recommends amending the Agreement to increase the contract amount by \$5,000, which would increase the maximum cost to MCE to \$30,000.

Budget Impacts: Costs related to this Agreement are included in the 2017/18 Operating Fund Budget.

Recommendation: Approve the proposed Second Amendment to the First Agreement with Keyes & Fox, LLP.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND KEYES & FOX, LLP**

THIS FIRST AGREEMENT ("Agreement") is made and entered into this day **June 22, 2017** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and KEYES & FOX, LLP, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: regulatory filings and advocacy before the CPUC as needed and requested by MCE;

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by MCE, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

MCE agrees to make available all pertinent data and records for review, subject to MCE Policy 001 - Confidentiality.

3. FEES AND PAYMENT SCHEDULE; INVOICING:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Contractor shall email invoices to MCE on a monthly basis for any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable. The final invoice must be submitted within 30 days of completion of the stated scope of services or termination of this Agreement.

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$10,000**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **June 22, 2017**, and shall terminate on **March 31, 2018**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

6. INSURANCE AND SAFETY:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MCE. The general liability policy shall be endorsed naming Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Contractor's obligations under paragraph 16 of this Agreement to indemnify, defend and hold MCE harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. MCE agrees to timely notify the Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the agreement. In addition to any other available remedies, MCE may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. MCE shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

6.2 AUTO LIABILITY

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MCE prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE (REQUIRED IF CHECKED)

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and MCE may conclusively rely thereon.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement. Contractor shall monitor the safety of the job site(s) during the project to comply with all applicable federal, state, and local laws, and to follow safe work practices.

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all federal, state and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior written approval of MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to MCE evidence of same. Nothing contained in this Agreement or otherwise stated between the parties shall create any legal or contractual relationship between MCE and any subcontractor, and no subcontract shall relieve Contractor of any of its duties or obligations under this Agreement. Contractor shall be solely responsible for ensuring its subcontractors' compliance with the terms and conditions of this Agreement. Contractor's obligation to pay its subcontractors is an independent obligation from MCE's obligation to make payments to Contractor. As a result, MCE shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Agreement are personal to the Contractor and may not be transferred or assigned without the express prior written consent of MCE.

10. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. MCE shall have the right, during

regular business hours, to review and audit all records relating to this Agreement during the Contract period and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises or, at MCE's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MCE. Contractor shall refund any monies erroneously charged. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings, and shall promptly refund any overpayments made by MCE based on undisputed audit findings.

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of MCE upon payment to Contractor for such work. MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at MCE's expense, provide such reports, plans, studies, documents and writings to MCE or any party MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for MCE.

12. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, MCE may terminate this Agreement by giving five business days' written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Agreement for any reason by giving 30 calendar days' written notice to the other party. Notice of termination shall be by written notice to the other parties and be sent by registered mail or by email to the email address listed in Section 19 Invoices; Notices.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).
- E. MCE may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.

13. AMENDMENT:

This Agreement may be amended or modified only by written agreement of all parties.

14. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MCE, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

16. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold MCE, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement.

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

MCE is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constituent members. MCE shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MCE's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all applicable federal, state and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Marin County Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Agreement.

19. INVOICES; NOTICES

This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall be submitted by email to:

Email Address: invoices@mcecleanenergy.org

All other notices shall be given to MCE at the following location:

Contract Manager: Troy Nordquist
 MCE Address: 1125 Tamalpais Avenue
San Rafael, CA 94901
 Email Address: contracts@mcecleanenergy.org
 Telephone No.: (415) 464-6014

Notices shall be given to Contractor at the following address:

Contractor: Tim Lindl
 Address: 436 14th Street, Suite 1305
Oakland, CA, 94612
 Email Address: tlindl@kfwlaw.com
 Telephone No.: (510) 314-8385

20. ACKNOWLEDGEMENT OF EXHIBITS

In the event of a conflict between the Terms of this Agreement and the terms in any of the following Exhibits, the terms in this Agreement will govern.

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/>	<u>Scope of Services</u>	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	<u>Fees and Payment</u>	

21. SEVERABILITY

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provision, will continue in full force and effect and will in no way be impaired or invalidated.

22. COMPLETE AGREEMENT

This Agreement along with any attached Exhibits constitutes the entire Agreement between the parties. No modification or amendment shall be valid unless made in writing and signed by each party. Failure of either party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.


24. PERFORMANCE AND PAYMENT BOND (REQUIRED IF CHECKED)

Contractor shall furnish, concurrently with signing the contract, a Performance & Payment Bond for a sum not less than 100 percent (100%) of the total amount of the contract. The bond shall be in the form of a bond and not a deposit in lieu of a bond. The bond shall be executed by an admitted surety insurer. The bond shall guarantee payment by Contractor of all materials, provisions, provender, supplies, and equipment used in, upon, for, or about the performance of said construction, and protect MCE from any liability, losses, or damages arising therefrom.


IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

APPROVED BY

Marin Clean Energy:

By: 
CEO
Date: 6-23-17

CONTRACTOR:

By: 
Name: TIM LINDL
Date: JUNE 22, 2017

MODIFICATIONS TO STANDARD SHORT FORM

Standard Short Form Content Has Been Modified

List sections affected: _____

Approved by MCE Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor will provide task-specific legal and regulatory services and assistance at the direction of the Deputy General Counsel - Policy, up to the maximum time/fees allowed under this Agreement.

**EXHIBIT B
FEES AND PAYMENT SCHEDULE**

For services provided under this Agreement, MCE shall pay Contractor in accordance with the amount(s) and the payment schedule as specified below:

In no event shall the total cost to MCE for the service provided herein exceed the maximum sum of **\$10,000** for the term of the agreement.

**EXHIBIT C
INSURANCE REDUCTION/WAIVER (if applicable)**

CONTRACTOR: KEYES & FOX, LLP

CONTRACT TITLE: 1st AGREEMENT BY AND BETWEEN MARIN CLEAN ENERGY AND KEYES & FOX, LLP

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>MCE Use Only</i>
General Liability Insurance	<input checked="" type="checkbox"/>	\$(See below)	
Automobile Liability Insurance	<input type="checkbox"/>	\$	
Workers' Compensation Insurance* *Sole Proprietors must provide representation of their exempt status below	<input type="checkbox"/>		
Professional Liability Deductible	<input type="checkbox"/>	\$	

Please set forth the reasons for the requested reductions or waiver.

<ul style="list-style-type: none"> Waiving requirement for endorsement naming MCE as additional insured on General Liability policy; proof of standard coverage amounts still required.

WORKERS' COMPENSATION STATEMENT OF EXEMPTION


By signing below, I notify MCE that I am a
 sole proprietor partnership nonprofit organization closely held corporation

and do not have any employees whose employment requires me to carry workers' compensation insurance. Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature _____

Printed Name of Contractor _____

Date _____

Contract Manager Signature: 

Date: 6/23/17

Telephone: 415 464 6027

Approved by: _____

Date: _____

**FIRST AMENDMENT TO FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND KEYES & FOX, LLP**

This FIRST AMENDMENT is made and entered into on August 31, 2017, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and KEYES & FOX, LLP (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide regulatory filing and advocacy services as directed by MCE staff dated June 22, 2017 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the Agreement provided for Contractor to be compensated in an amount not to exceed \$10,000 for the regulatory filing and advocacy services described within the scope therein; and

WHEREAS the parties desire to amend the Agreement to increase the contract amount by \$15,000 for total consideration not to exceed \$25,000.

NOW, THEREFORE, the parties agree to modify Section 4 and Exhibit B as set forth below.

AGREEMENT

1. Section 4 is hereby amended to read as follows:

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$25,000**.

2. The second sentence of the second paragraph of Exhibit B is hereby amended to read as follows:


In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of \$25,000 for the term of the agreement.

3. Except as otherwise provided herein all terms and conditions of the Agreement shall remain in full force and effect.

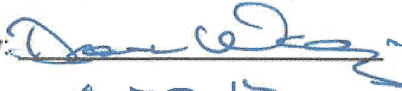
**FIRST AMENDMENT TO FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND KEYES & FOX, LLP**

IN WITNESS WHEREOF, the parties hereto have executed this (First) Amendment on the day first written above.

CONTRACTOR:

By: 
Date: 8-31-2017

MARIN CLEAN ENERGY:

By: 
Date: 9-30-17

MARIN CLEAN ENERGY:

By: n/a
Date: _____

**SECOND AMENDMENT TO FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND KEYES & FOX, LLP**

This SECOND AMENDMENT is made and entered into on February 2, 2018, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and KEYES & FOX, LLP (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide legal and regulatory services as directed by MCE staff dated June 22, 2017, and amended on August 31, 2017 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the Agreement, as amended, provided for Contractor to be compensated in an amount not to exceed \$25,000 for the legal and regulatory services described within the scope therein; and

WHEREAS the parties desire to further amend the Agreement to increase the contract amount by \$5,000 for total consideration not to exceed \$30,000.

NOW, THEREFORE, the parties agree to modify Section 4 and Exhibit B as set forth below.

AGREEMENT

1. Section 4 is hereby amended to read as follows:

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$30,000**.

2. Exhibit B is hereby amended in its entirety to read as follows:

For services provided under this Agreement, MCE shall pay Contractor in accordance with the amount(s) and the payment schedule as specified below:

Staff Member	Hourly Rate
T Lindl	\$240/hr
J Schlesinger	\$215/hr
S Dunbar	\$190/hr
B Argetsinger	\$180/hr
B Elder	\$95/hr

Contractor shall bill in .10-hour increments on a monthly basis for all services rendered. In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of \$30,000 for the term of the Agreement.

3. Except as otherwise provided herein all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the day first written above.

CONTRACTOR:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____



February 2, 2018

TO: MCE Executive Committee

FROM: Elizabeth Kelly, General Counsel

RE: First Amendment to the Fifth Agreement with Troutman Sanders, LLP (Agenda Item #04 – C.6)

ATTACHMENTS: A. Fifth Agreement with Troutman Sanders, LLP
B. Proposed First Amendment to the Fifth Agreement with Troutman Sanders, LLP

Dear Executive Committee Members:

SUMMARY:

Troutman Sanders, LLP provides legal services pertaining to new and existing power purchase agreements, including transaction support in drafting, negotiations, finalization and implementation. Troutman Sanders is also working closely with MCE staff on 2018 Open Season and development of future power purchase agreements. Due to the volume of contracting required this year for additional energy products in support of the MCE expansion in Contra Costa County, Staff recommends amending the current contract to increase the contract by \$75,000, which would increase the maximum cost to MCE to \$255,000.

Budget Impacts: Costs related to this Agreement are included in the FY 2017/18 Operating Fund Budget.

Recommendation: Approve the proposed First Amendment to the Fifth Agreement with Troutman Sanders, LLP.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**FIFTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND TROUTMAN SANDERS, LLP**

THIS FIFTH AGREEMENT ("Agreement") is made and entered into this day **March 3, 2017** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and TROUTMAN SANDERS, LLP, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: legal services to MCE related to new and existing power purchase agreements as requested by the CEO or the Director of Power Resources;

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by MCE, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

MCE agrees to make available all pertinent data and records for review, subject to MCE Policy 001 - Confidentiality.

3. FEES AND PAYMENT SCHEDULE; INVOICING:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Contractor shall email invoices to MCE on a monthly basis for any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable. The final invoice must be submitted within 30 days of completion of the stated scope of services or termination of this Agreement.

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$180,000**.

5. TERM OF AGREEMENT:

This Agreement shall commence on **April 1, 2017**, and shall terminate on **March 31, 2018**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

6. INSURANCE AND SAFETY:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MCE. The general liability policy shall be endorsed naming Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Contractor's obligations under paragraph 16 of this Agreement to indemnify, defend and hold MCE harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. MCE agrees to timely notify the Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the Agreement. In addition to any other available remedies, MCE may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

6.1 GENERAL LIABILITY (REQUIRED IF CHECKED)

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. MCE shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

6.2 AUTO LIABILITY (REQUIRED IF CHECKED)

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

6.3 WORKERS' COMPENSATION (REQUIRED IF CHECKED)

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MCE prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE (REQUIRED IF CHECKED)

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the Contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, MCE may ask for evidence that Contractor has segregated amounts in a special insurance reserve fund or Contractor's general insurance reserves are adequate to provide the necessary coverage and MCE may conclusively rely thereon.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement. Contractor shall monitor the safety of the job site(s) during the project to comply with all applicable federal, state, and local laws, and to follow safe work practices.

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all federal, state and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior written approval of MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to MCE evidence of same. Nothing contained in this Agreement or otherwise stated between the parties shall create any legal or contractual relationship between MCE and any subcontractor, and no subcontract shall relieve Contractor of any of its duties or obligations under this Agreement. Contractor shall be solely responsible for ensuring its subcontractors' compliance with the terms and conditions of this Agreement. Contractor's obligation to pay its subcontractors is an independent obligation from MCE's obligation to make payments to Contractor. As a result, MCE shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Agreement are personal to the Contractor and may not be transferred or assigned without the express prior written consent of MCE.

10. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. MCE shall have the right, during

regular business hours, to review and audit all records relating to this Agreement during the Contract period and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises or, at MCE's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MCE. Contractor shall refund any monies erroneously charged. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings, and shall promptly refund any overpayments made by MCE based on undisputed audit findings.

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of MCE upon payment to Contractor for such work. MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at MCE's expense, provide such reports, plans, studies, documents and writings to MCE or any party MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for MCE.

12. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement or violates any ordinance, regulation or other law which applies to its performance herein, MCE may terminate this Agreement by giving five (5) business days' written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Agreement for any reason by giving thirty (30) calendar days' written notice to the other party. Notice of termination shall be by written notice to the other parties and be sent by registered mail or by email to the email address listed in Section 19 Invoices; Notices.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).
- E. MCE may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.

13. AMENDMENT:

This Agreement may be amended or modified only by written agreement of all parties.

14. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MCE, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

16. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold MCE, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. This indemnity is expressly subject to the terms and limits of Contractor's professional liability insurance.

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

MCE is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constituent members. MCE shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MCE's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all applicable federal, state and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Marin County Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Agreement.

19. INVOICES; NOTICES:

This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall be submitted by email to:

Email Address: invoices@mcecleanenergy.org

All other notices shall be given to MCE at the following location:

Contract Manager: Catalina Murphy
 MCE Address: 1125 Tamalpais Avenue
San Rafael, CA 94901
 Email Address: contracts@mcecleanenergy.org
 Telephone No.: (415) 464-6014

Notices shall be given to Contractor at the following address:

Contractor: Stephen Hall
 Address: 100 SW Main Street, Suite 1000
Portland, OR 97204
 Email Address: stephen.hall@troutmansanders.com
 Telephone No.: (503) 290-2336

20. ACKNOWLEDGEMENT OF EXHIBITS:

In the event of a conflict between the terms of this Agreement and the terms in any of the following Exhibits, the terms in this Agreement will govern.

	<input checked="" type="checkbox"/>	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/>	<u>Scope of Services</u>	<i>sch</i>
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/>	<u>Fees and Payment</u>	<i>sch</i>

21. SEVERABILITY:

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provision, will continue in full force and effect and will in no way be impaired or invalidated.

22. COMPLETE AGREEMENT:

This Agreement along with any attached Exhibits constitutes the entire Agreement between the parties. No modification or amendment shall be valid unless made in writing and signed by each party. Failure of either party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

23. COUNTERPARTS:

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

24. PERFORMANCE AND PAYMENT BOND: (REQUIRED IF CHECKED)

Contractor shall furnish, concurrently with signing the contract, a Performance & Payment Bond for a sum not less than 100 percent (100%) of the total amount of the contract. The bond shall be in the form of a bond and not a deposit in lieu of a bond. The bond shall be executed by an admitted surety insurer. The bond shall guarantee payment by Contractor of all materials, provisions, provender, supplies, and equipment used in, upon, for, or about the performance of said construction, and protect MCE from any liability, losses, or damages arising therefrom.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

APPROVED BY

Marin Clean Energy:

By: Don Wray
CEO
Date: 3-3-17

By: Joe Sears
Chairperson
Date: 3-3-17

CONTRACTOR:

By: Stephen Hall

Name: Stephen Hall
Date: 3-8-2017

MODIFICATIONS TO STANDARD SHORT FORM

Standard Short Form Content Has Been Modified

List sections affected: Section 5, 6, 12, 16, 20

Approved by MCE Counsel: [Signature]

Date: 3/2/17

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor will provide legal services to MCE as requested and directed by the CEO or the Director of Power Resources related to: new and existing power purchase agreements; new and existing scheduling coordination and portfolio management agreements; and new and existing project development agreements, up to the maximum time/fees allowed under this Agreement. Services may also include transaction support in drafting, negotiations, finalization, and appropriate implementation of power supply transactions.

**EXHIBIT B
FEES AND PAYMENT SCHEDULE**

For services provided under this Agreement, MCE shall pay the Contractor in accordance with the following payment fees/schedule:

Stephen Hall	\$675 per hour
Brian Harms	\$575 per hour
John Leonti	\$675 per hour

Contractor shall bill monthly. All rates are subject to a ten (10) percent discount; provided, however, that the rates for services provided in 2017 after the total amount of services provided to MCE in 2017 exceeds \$150,000 will be subject to an additional discount of five (5) percent. Contractor services will be task-specific with MCE providing direction on tasks to be undertaken by letter, voice communication, or email.

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of **\$180,000** for the term of the Agreement.

**FIRST AMENDMENT TO FIFTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND TROUTMAN SANDERS, LLP**

This FIRST AMENDMENT is made and entered into on February 2, 2018, by and between MARIN CLEAN ENERGY, (hereinafter referred to as "MCE") and TROUTMAN SANDERS, LLP (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, MCE and the Contractor entered into an agreement to provide legal services for new and existing power purchase agreements as directed by MCE staff dated March 3, 2017 ("Agreement"); and

WHEREAS, Section 4 and Exhibit B to the Agreement provided for Contractor to be compensated in an amount not to exceed \$180,000 for the legal services described within the scope therein; and

WHEREAS the parties desire to amend the Agreement to increase the contract amount by \$75,000 for total consideration not to exceed \$255,000.

NOW, THEREFORE, the parties agree to modify Section 4 and Exhibit B as set forth below.

AGREEMENT

1. Section 4 is hereby amended to read as follows:

MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$255,000**.

2. The last sentence of Exhibit B is hereby amended to read as follows:

In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of \$255,000 for the term of the Agreement.

3. Except as otherwise provided herein all terms and conditions of the Agreement shall remain in full force and effect.

**FIRST AMENDMENT TO FIFTH AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND TROUTMAN SANDERS, LLP**

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the day first written above.

CONTRACTOR:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____

MARIN CLEAN ENERGY:

By: _____

Date: _____



February 2, 2018

TO: MCE Executive Committee

FROM: Alice Stover, Manager of Policy and Planning, Customer Programs

RE: First Agreement with DNV GL (Agenda Item #04 – C.7)

ATTACHMENT: Proposed First Agreement with DNV GL

Dear Executive Committee Members:

SUMMARY:

The California Public Utilities Commission (CPUC) has granted \$3.5 million for MCE to conduct a two-year Low-Income Families and Tenants (LIFT) pilot program that will run until October 31, 2019. MCE developed the LIFT pilot program to better serve income-qualified multifamily properties. LIFT is fully integrated into MCE’s standard Multifamily Program. The pilot provides comprehensive services and additional incentives to owners and tenants of low-income properties and supports fuel switching from gas to electric heat pumps for cleaner and safer energy use.

The pilot program funding included \$140,000 for Evaluation, Measurement and Verification (EM&V). DNV GL (Det Norske Veritas Germanischer Lloyd), an international firm with energy efficiency evaluation expertise, with offices based in Oakland, California, was chosen through a Request for Proposal (RFP) process that received five proposals, which MCE staff vetted according to industry experience, fit of the proposal with MCE goals, and value.

The scope of work of the proposed First Agreement with DNV GL includes gathering data on the performance of the heat pumps installed through the pilot, tracking and reporting on other key program performance metrics that look at the success of the blended program design, and identifying best practices for scaling pilot strategies. The EM&V of the heat pumps will focus on verifying measure installation costs, analyzing the impact of fuel switching on bill savings and net costs or savings to the customers, and tracking greenhouse gas emission reductions and source British Thermal Unit (BTU) savings. Under this Agreement, DNV GL would also prepare interim and final reports detailing the results of their analysis.

Services would be provided by DNV GL during the contract term beginning February 2, 2018 and ending on May 31, 2020. The maximum cost to MCE under the Agreement would be \$134,940.

Fiscal Impact: Costs related to the proposed Agreement that are expected to be incurred in FY

2017/18 are included in the FY 2017/18 LIFT Program Fund Budget. Costs that are expected to be incurred in FY 2018/19 would be included in the FY 2018/19 LIFT Program Fund Budget.

Recommendation: Approve the proposed First Agreement with DNV GL.

**MARIN CLEAN ENERGY
STANDARD SHORT FORM CONTRACT**

**FIRST AGREEMENT
BY AND BETWEEN
MARIN CLEAN ENERGY AND DNV GL**

THIS FIRST AGREEMENT ("Agreement") is made and entered into this day **February 2, 2018** by and between MARIN CLEAN ENERGY, hereinafter referred to as "MCE" and DNV GL, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, MCE desires to retain a person or firm to provide the following services: Evaluation, Measurement & Verification services for MCE's LIFT Program;

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by MCE, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof. Other than the services outlined in Exhibit A, Contractor makes no express or implied warranties to any matter whatsoever, including without limitation the warranty of fitness for a particular purpose,

2. FURNISHED SERVICES:

MCE agrees to make available all pertinent data and records for review, subject to MCE Policy 001 - Confidentiality.

3. FEES AND PAYMENT SCHEDULE; INVOICING:

The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement. Contractor shall provide MCE with his/her/its Federal Tax I.D. number prior to submitting the first invoice. Contractor is responsible for billing MCE in a timely and accurate manner. Contractor shall email invoices to MCE on a monthly basis for any services rendered or expenses incurred hereunder. Fees and expenses invoiced beyond 90 days will not be reimbursable. The final invoice must be submitted within 30 days of completion of the stated scope of services or termination of this Agreement.

4. MAXIMUM COST TO MCE:

In no event will the cost to MCE for the services to be provided herein exceed the maximum sum of **\$134,940**.

5. TIME OF AGREEMENT:

This Agreement shall commence on **February 2, 2018**, and shall terminate on **May 31, 2020**. Certificate(s) of Insurance must be current on the day the Agreement commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor.

6. INSURANCE AND SAFETY:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to MCE. The general liability policy shall be endorsed naming Marin Clean Energy and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to MCE prior to commencement of work. Each certificate shall provide for thirty (30) days advance written notice to MCE of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of the contract work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form, Contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of the contract work.

Nothing herein shall be construed as a limitation on Contractor's obligations under paragraph 16 of this Agreement to indemnify, defend and hold MCE harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. MCE agrees to timely notify the Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the agreement. In addition to any other available remedies, MCE may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000) with a two million dollar (\$2,000,000) aggregate limit. MCE shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

6.2 AUTO LIABILITY

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to MCE prior to commencement of work.

6.4 PROFESSIONAL LIABILITY INSURANCE (REQUIRED IF CHECKED)

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. If the deductible or self-insured retention amount exceeds \$100,000, MCE may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and MCE may conclusively rely thereon.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Contractor or its agents' performance of the Agreement. Contractor shall monitor the safety of the job site(s) during the project to comply with all applicable federal, state, and local laws, and to follow safe work practices.

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all federal, state and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Agreement without prior written approval of MCE except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to MCE evidence of same. Nothing contained in this Agreement or otherwise stated between the parties shall create any legal or contractual relationship between MCE and any subcontractor, and no subcontract shall relieve Contractor of any of its duties or obligations under this Agreement. Contractor shall be solely responsible for ensuring its subcontractors' compliance with the terms and conditions of this Agreement. Contractor's obligation to pay its subcontractors is an independent obligation from MCE's obligation to make payments to Contractor. As a result, MCE shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Agreement are personal to the Contractor and may not be transferred or assigned to Affiliates or others without the express prior written consent of MCE and such consent shall not be unreasonably withheld.

10. RETENTION OF RECORDS AND AUDIT PROVISION:

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement, for at least five (5) years from the date of the completion or termination of this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. MCE shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Contract period and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises, at a mutually agreed upon time, or, at MCE's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from MCE. MCE understands access will be limited to MCE's information under this Agreement and will maintain Contractor's information security standard. Contractor shall refund any monies erroneously charged. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings, and shall promptly refund any overpayments made by MCE based on undisputed audit findings.

11. WORK PRODUCT:

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of MCE upon payment to Contractor for such work. MCE shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at MCE's expense, provide such reports, plans, studies, documents and writings to MCE or any party MCE may designate, upon written request. Contractor may keep file reference copies of all documents prepared for MCE. Notwithstanding anything herein to the contrary, both parties agree that any intellectual property, including but not limited to know-how and databases, and any rights thereto (either registered or not) in existence prior to this Agreement, shall remain the sole property of the originating party.

12. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Agreement or otherwise fails to comply with the terms of this Agreement, and Contractor fails to cure such breach within five (5) days of written notice from MCE.
- B. If Contractor violates any ordinance, regulation or other law which applies to its performance herein, MCE may terminate this Agreement by giving five (5) business days' written notice to the party involved.
- C. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- D. Either party hereto may terminate this Agreement for any reason by giving 30 calendar days' written notice to the other party. Notice of termination shall be by written notice to the other parties and be sent by registered mail or by email to the email address listed in Section 19 Invoices; Notices.
- E. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Agreement so long as proof of required insurance is provided for the periods covered in the Agreement or Amendment(s).
- F. MCE may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source; Contractor shall be paid for services performed to the date of termination.

MCE shall withhold final payment upon termination until Contractor confirms proper destruction of customer information pursuant to MCE's Non-Disclosure Agreement and completion of any closeout process identified in Exhibit A.

13. AMENDMENT:

This Agreement may be amended or modified only by written agreement of all parties.

14. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to MCE, as is evidenced in writing.

15. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

16. INDEMNIFICATION AND LIABILITY:

- A. **Indemnification.** Contractor agrees to indemnify, defend, and hold MCE, its employees, officers, and agents, harmless from any and all liabilities, all claims and losses, including, but not limited to, litigation costs and reasonable attorney's fees arising from anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement.

B. **Limit of Liability.** Notwithstanding any provision in the Agreement to the contrary, to the extent permitted by law, Contractor's maximum cumulative liability to MCE, including any indemnification, for all delays, losses, damages, liabilities and obligations whatsoever and howsoever arising (whether under the Agreement, in tort or otherwise), regardless of cause and regardless of Contractor's negligence, which are suffered or incurred by MCE and which are directly or indirectly connected with the Agreement, shall be limited to ten (10) times the fee or USD 300,000, whichever is the lesser.

17. NO RECOURSE AGAINST CONSTITUENT MEMBERS OF MCE:

MCE is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constituent members. MCE shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of MCE's constituent members in connection with this Agreement.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all applicable federal, state and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Marin County Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Agreement.

19. INVOICES; NOTICES

This Agreement shall be managed and administered on MCE's behalf by the Contract Manager named below. All invoices shall be submitted by email to:

 Email Address: invoices@mcecleanenergy.org

All other notices shall be given to MCE at the following location:

Contract Manager: Troy Nordquist

 MCE Address: 1125 Tamalpais Avenue

 San Rafael, CA 94901

 Email Address: contracts@mcecleanenergy.org

 Telephone No.: (415) 464-6027

Notices shall be given to Contractor at the following address:

Contractor: Jarred Metoyer, DNV GL

 Address: 155 Grand Avenue, Suite 500

 Oakland, CA 94612

 Email Address: jarred.metoyer@dnvgl.com

 Telephone No.: (510) 891-0446

20. ACKNOWLEDGEMENT OF EXHIBITS

In the event of a conflict between the Terms of this Agreement and the terms in any of the following Exhibits, the terms in this Agreement will govern.



Check applicable Exhibits

CONTRACTOR'S INITIALS

EXHIBIT A.



Scope of Services

EXHIBIT B.

<input checked="" type="checkbox"/>	Fees and Payment
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21. SEVERABILITY

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provision, will continue in full force and effect and will in no way be impaired or invalidated.

22. COMPLETE AGREEMENT

This Agreement along with any attached Exhibits constitutes the entire Agreement between the parties. No modification or amendment shall be valid unless made in writing and signed by each party. Failure of either party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

24. PERFORMANCE AND PAYMENT BOND (REQUIRED IF CHECKED)

Contractor shall furnish, concurrently with signing the contract, a Performance & Payment Bond for a sum not less than 100 percent (100%) of the total amount of the contract. The bond shall be in the form of a bond and not a deposit in lieu of a bond. The bond shall be executed by an admitted surety insurer. The bond shall guarantee payment by Contractor of all materials, provisions, provender, supplies, and equipment used in, upon, for, or about the performance of said construction, and protect MCE from any liability, losses, or damages arising therefrom.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

APPROVED BY

Marin Clean Energy:

CONTRACTOR:

By: _____
CEO
Date: _____

By: _____
Name: _____

By: _____
Chairperson
Date: _____

Date: _____

MODIFICATIONS TO STANDARD SHORT FORM

Standard Short Form Content Has Been Modified

List sections affected: Sections 1, 6, 9, 10, 1, 12, 16

Approved by MCE Counsel: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES (required)

Contractor will provide the following Evaluation, Measurement & Verification (EM&V) services for MCE's LIFT Program as requested and directed by MCE staff, up to the maximum time/fees allowed under this Agreement.

Task 1: Project Management (estimated 52 labor hours)

- Monthly written status reports and invoices delivered on the 10th day of every month through the final report delivery
- Status call and notes twice a month

Task 2: Project Initiation and Final Evaluation Plan (estimated 66 labor hours)

- Kick-off meeting agenda and materials delivered 3 days prior to scheduled kick-off meeting
- Draft evaluation plan delivered within 5 days of the kick-off meeting
- Final evaluation plan delivered within 5 days of receipt of MCE's comments

Task 3: Heat Pump Measurement & Verification (M&V) (estimated 260 labor hours)

- Draft site visit protocols, data collection instruments and protocols by February 15, 2018
- Final site visit protocols, data collection instruments and protocols by March 1, 2018
- Program year 1 field M&V to take place from March 2018 to December 2018
- Program year 2 field M&V to take place from January 2019 to December 2019

Task 4: Finalize Metrics and Objectives (estimated 61 labor hours)

- Interviews with MCE program managers and/or staff from February 5-9, 2018
- Literature review memo delivered by February 15, 2018

Task 5: Assess Pilot Performance (estimated 219 labor hours)

- Secondary research: GIS mapping for validating Community Based Organizations (CBO) in March 2018 and refresh for Program year 2 in March 2019
- Rapid feedback interviews of CBOs, property managers, and owners in three waves: Proposed end of Q1, Q2, and Q3 of 2018, but Contractor may modify timing based on program activity and uptake
- Summative provider surveys conducted from January 2020 to February 2020
- Participant survey instrument delivered February 2020

Task 6: Draft and Final Reporting and Project Close-out (estimated 210 labor hours)

- Mid-term report draft delivered January 31, 2019
- Presentation of findings delivered April 23, 2020
- Final Report delivered April 30, 2020
- Complete close-out of Agreement by May 31, 2020, including the destruction of all confidential information pursuant to MCE's Non-Disclosure Agreement

Contractor may adjust the delivery dates for sub-task items, as needed, upon receipt of written approval from MCE staff.

**EXHIBIT B
FEES AND PAYMENT SCHEDULE**

For the EM&V services of MCE's LIFT Program provided under this Agreement, MCE shall pay Contractor in accordance with the amount(s) and the payment schedule as specified below:

Contractor's hourly rate schedule:

PS	\$205
PM	\$180
Advisor	\$205
Process	\$145
Heat Pump M&V	\$145
Project Coordinator	\$110
Analyst/Engineer	\$120

Not to Exceed Amounts by Task:

Task 1: Project Management	\$ 8,240
Task 2: Project Initiation and Final Evaluation Plan	\$10,430
Task 3: Heat Pump M&V	\$46,240
Task 4: Finalize Metrics and Objectives	\$ 8,805
Task 5: Assess Pilot Performance	\$30,295
Task 6: Draft and Final Reporting	\$30,930
TOTAL	\$134,940

Contractor shall bill MCE monthly. MCE shall withhold final payment upon termination of this Agreement until Contractor confirms proper destruction of customer information pursuant to MCE's Non-Disclosure Agreement and completion of any closeout process identified in Exhibit A. In no event shall the total cost to MCE for the services provided herein exceed the maximum sum of **\$134,940** for the term of the Agreement.



February 2, 2018

TO: MCE Executive Committee

FROM: David McNeil, Manager of Finance

RE: Proposed Budgets for Fiscal Year 2018/19 (Agenda Item #05)

ATTACHMENT: Proposed FY 2018/19 Operating Fund, Energy Efficiency Program Fund, Local Renewable Energy Development Fund, and Renewable Energy Reserve Fund Budgets

Dear Executive Committee Members:

SUMMARY:

Before the end of every fiscal year, MCE's Board has the responsibility to set forth Budgets for MCE's Operating Fund, Energy Efficiency Program Fund, Local Renewable Energy Development Fund, and Renewable Energy Reserve Fund for the upcoming fiscal year (FY). These Budgets authorize Staff to spend funds within the limits set forth in each budget line item and collect revenue.

The attached proposed Budgets reflect MCE's anticipated revenue, expenditures, and contingencies for FY 2018/19. FY 2017/18 Operating and EE Fund Budgets and projected FY 2017/18 results for the Local Renewable Energy Development Fund and Renewable Energy Reserve Fund Budget are provided for information and comparative purposes.

Staff requests that the Executive Committee review the proposed Budgets, offer input, and recommend that your Board adopt the proposed Budgets at its February 2018 meeting.

Operating Fund Budget

The attached Proposed FY 2018/19 Operating Fund Budget sets forth the following budget line items:

Revenue – electricity (+\$175,421,000, 84% increase): Budgeted electricity revenues are based on estimates of customer electricity usage and current retail electricity rates. The increase in revenue results from the inclusion of new communities beginning in April 2018. Electricity revenues also include revenues associated with MCE's Deep Green program and an allowance for uncollectable accounts.

Other revenue (no change): Other revenue includes operating revenue that does not represent sales of electricity and includes such items as insurance claims and cost recovery. Other revenue frequently relates to unanticipated events that occur during the year.

Cost of energy (+\$120,065,000, 66% increase): Cost of energy includes expenses associated with purchase of energy, charges by the California Independent Systems Operator (CAISO) for scheduled load, and services performed by the CAISO. Credits for energy generation scheduled into the CAISO market are netted from the Cost of energy. Increased energy costs reflect the cost of purchasing additional energy products to serve new customers that will be enrolled in April 2018.

Personnel (+\$2,384,000, 37% increase): Increased budgeted personnel costs result from the full year impact of staff added during FY 2017/18 pursuant to the Board-approved FY 2017/18 Operating Fund Budget, new hires planned for FY 2018/19, the application of Cost of Living Adjustments (COLA) effective January 1st of each year, and performance-based increases to current staff salaries consistent with MCE's Board-approved Employee Handbook.

Data manager (+\$3,211,000, 85% increase): Data manager costs are based on the number of customer meters served by MCE and per-meter rates charged by MCE's data manager. Increased data manager costs incorporate the effect of serving new customers beginning in April 2018.

Technical and scheduling services (+\$540,000, 67% increase): Technical services are based on a fixed charge per MWh of electricity usage. Scheduling services are based on contracted amounts. The increase in technical and scheduling services results from the full year cost impact of a scheduling software contract and load scheduling services that began in FY 2017/18 as well as a contingency for additional services that MCE may require to serve new communities beginning in April 2018.

Service fees – PG&E (-\$74,000, 5% decrease): Service fees are based on the number of customer meters served by MCE and per-meter rates charged by PG&E. Service fees are expected to decrease from \$.44 to \$.21 per bill per month beginning on March 1, 2018. PG&E attributes cost decreases to automation and process efficiencies.

Legal and regulatory services (+\$30,000, 4% increase): Legal counsel expenses support MCE's contracting and regulatory activities. Legal counsel expenses are expected to increase to support additional energy contracting required to serve new communities beginning in April 2018 and to support increased regulatory activity.

Communications and related services (-\$90,000, 5% decrease): Communications and related services include the costs associated with print, online, and other advertising, printing and mailing customer notices, events, and sponsorships.

Other services (+\$172,000, 12% increase): Other services encompass expenses which are not captured in other budget categories, and include accounting, auditing, information technology, and other professional services. Increased other services result from costs associated with the Building Energy Optimization project which is funded by a grant from the California Energy Commission.

General and administration (+\$456,000, 53% increase): General and administration costs include office, data, travel, dues and subscriptions, and other related expenses. Increased costs are associated with support for California Community Choice Association (CalCCA), an increased number of employees, and the opening of MCE's Concord office.

Occupancy (+\$184,000, 27% increase): Occupancy costs include the costs of leasing MCE's offices, utilities, and building maintenance. Increased occupancy costs result from the opening of MCE's Concord office.

Local Pilot Programs (+\$1,285,000, 598% increase): Customer programs support demand side management and other programs offered in MCE's service territory. Increased costs are intended to fund a new Electric Vehicle Service Equipment (EVSE) Program scheduled for launch in 2018. The Program will likely support the construction of electric vehicle (EV) charging infrastructure at work places and multi-family dwellings in MCE's service area.

Low income solar programs (+\$150,000, 375% increase): Low income solar programs support residential rooftop solar installations for low income participants. MCE is currently evaluating proposals to fund increased activity in this area.

Grant and other income (+\$267,000, 37% increase): Grants are provided by government and non-

government organizations to support activities connected to MCE's mission. FY 2018/19 grant income represents grants provided by the Bay Area Air Quality Management District (BAAQMD) and the Transportation Authority of Marin (TAM) in connection to the construction of a solar carport and electric vehicle charging stations in MCE's parking lot. Grant income also includes funding from the California Energy Commission to support MCE's Building Energy Optimization project.

Interest income (+\$613,000, 472% increase): Increased interest income is expected to result from an increase in interest rates and higher balances in savings accounts.

Banking fees and financing costs (+\$75,000, 45% increase): These costs are associated with renewal fees on MCE's line of credit and a contingency that would support the issuance of letters of credit.

Capital outlay (-\$13,200, 2% decrease): Expenditures associated with capital outlay include various leasehold improvements to MCE's facilities and furniture and equipment purchases.

Energy Efficiency Program Fund

The Energy Efficiency Program Fund uses funding authorized by the California Public Utilities Commission (CPUC) to support multifamily, small commercial and single family sub-programs. The Energy Efficiency Program Fund supports the activities of the Energy Efficiency Program and the Low Income Families and Tenants (LIFT) Pilot Program. Both programs involve the reimbursement of eligible expenses by the CPUC and accordingly, revenues and expenses for these programs offset each other.

Energy Efficiency Program

Energy efficiency has always been an integral component of the MCE vision. In July 2012, MCE submitted an application for funding under the 2013-2014 Energy Efficiency Funding Cycle (A. 12-11-007). The application was based on the initial Energy Efficiency Plan, and included the following proposed sub-programs:

1. Multifamily
2. Single family utility demand reduction pilot program
3. Small commercial
4. Financing pilot programs

This application was approved in November 2012, allocating over \$4 million to MCE for the implementation of energy efficiency programs. In November 2014, the CPUC voted to extend the funding at annual levels through 2025, or until the CPUC moves otherwise.

In May 2016, the CPUC authorized an additional \$366,090 per year to support the September 2016 inclusion of new communities in MCE's service area. MCE used these funds to support existing rebate programs and initially target east bay communities of San Pablo, El Cerrito, and Benicia. The CPUC authorized additional funding to support Evaluation, Monitoring, and Verification (EM&V) for the purposes of conducting studies on the efficacy of CPUC-funded program process and program impacts (i.e. did the lightbulb reduce energy savings as expected).

MCE's 2018 energy savings programs will provide technical assistance, including site assessments and verification, and cash incentives to commercial property and business owners as well as multifamily property owners and managers. MCE's Single Family Sub Program focuses on the role smart thermostats play in single-family residential energy management. Seasonal Savings is an innovative program that investigates the potential for cost-effective savings associated with smart thermostat technology that remotely modifies set points on heating, ventilation, and air conditioning (HVAC) equipment. MCE's Small Commercial Energy Savings Program is a partnership with PG&E and the Marin, Contra Costa, and Napa Energy Watch Partnerships. MCE's Multifamily Energy Savings Program is blending funds and services with the Low Income Families and Tenants (LIFT) Pilot to provide income-qualified properties (residents) with additional funds to achieve greater in-unit savings

and utility bill reductions while addressing the split incentive issue (tenants pay utility bills but landlords control energy efficiency improvement decisions). The Multifamily Energy Savings Program budget for FY 2018/19 is increasing from the prior year as a result of the inclusion of committed incentives from program years 2016 and 2017 for projects that have not yet completed construction and as a result of increased funding for high efficiency gas appliances. MCE's Energy Savings Financing Program manages an outstanding on-bill-repayment loan for a residential HVAC upgrade in the City of Richmond. MCE is also piloting a financing program that will allow it to track and report energy savings associated with Property Assessed Clean Energy (PACE) loans to help empower customers to make informed choices about energy upgrades.

Energy Efficiency Sub Program Budget Detail

Programs (\$)	FY 2017/18 Budget	FY 2018/19 Budget	Variation
Single Family	233,000	171,000	(62,000)
Multifamily	668,000	1,471,000	803,000
Small Commercial	659,000	696,000	37,000
Financing	27,000	27,000	-
Program Subtotal	1,587,000	2,365,000	778,000
Evaluation Measurement and Verification (EM&V)	96,000	18,000	(78,000)
Total	1,683,000	2,383,000	700,000

Low Income Families and Tenants (LIFT) Pilot Program

In November 2016, the CPUC authorized MCE to administer \$3.5 million in low income program funding over a two-year period in support of its proposed Low Income Families and Tenants (LIFT) Pilot Program (Decision 16-11-022.). This Pilot provides funding to deepen the impact of MCE's multifamily energy efficiency program for income-qualified properties, specifically by providing full cost coverage for improvements that directly benefit tenants (for example, in-unit upgrades and common area measures that provide services to tenants, such as central hot water systems). The Pilot also tests the implementation of heat pumps – high efficiency electric heating equipment – which can facilitate switching a building off of carbon-based fuels and enabling deeper greenhouse gas reductions. MCE will also test the ability of working with local community based organizations to engage community members who are not participating in the program due to real or perceived barriers.

The Pilot also includes a residential energy education component for single-family residential customers. This program will provide income-qualified customers with access to a mobile phone based energy education platform that will help them identify and act on low or no-cost energy savings opportunities within their homes. To encourage further and sustained improvements, MCE will pilot a Matched Energy Savings Account (MESA), which will match customer bill savings on a dollar per dollar basis. Funds from the MESA will be available to the customer for further investment in their home.

Two Year LIFT Pilot Program Budget

<u>Sector</u>	<u>Budget (\$)</u>	<u>Target Savings (KWh)</u>	<u>Target Savings (Therms)</u>	<u>Target Housing Units</u>
Multifamily	2,941,283	340,863	16,302	1,482
Single-family	558,717	23,831	2,371	300
Total	3,500,000	357,165	26,202	1,782

The LIFT program launched in April 2017 and is funded the CPUC's Energy Savings Assistance Programs (ESAP) funds. Of the \$3.5 million authorized by the CPUC over a two-year period, Staff proposes to budget revenues and expenditures equal to \$1.750 million in FY 2018/19.

Proposed revenues and expenditures for the Energy Efficiency Program Fund total \$4,042,000, which is equal to an increase of \$601,000 from the previous year.

Local Renewable Energy Development Fund

The Local Renewable Energy Development Fund is financed by a transfer from the Operating Fund equal to 50% of the premium for Deep Green service. These resources are used to plan, create, and develop local energy efficient and renewable projects. The transfer from the Operating Fund is expected to equal expenditures from this fund. In FY 2014/15, FY 2015/16, FY 2016/17 expenditures from the Local Renewable Energy Development Fund supported the development of MCE Solar One.

Renewable Energy Reserve Fund

This Renewable Energy Reserve Fund is intended for the procurement or development of renewable energy not planned for in the Operating Fund. Resources may accumulate from year to year. In FY 2015/16 your Board approved the transfer of \$1 million from the Operating Fund to the Renewable Energy Reserve Fund. In May 2016 your Board approved expenditures from the Renewable Energy Reserve Fund to support MCE Solar One development costs not expended in the Local Renewable Energy Development Fund and revenues associated with the transfer of MCE Solar One to a new developer. No expenditures from this fund are planned at this time.

FISCAL IMPACT: The net impact of the Proposed Operating Fund Budget is a \$55,739,000 contribution to MCE's net position during FY 2018/19. The budgeted contribution is consistent with MCE's Rate Setting Guidelines and Reserve Policy. If approved, budgeted revenues would entirely offset expenditures in the Energy Efficiency Program Fund and Local Renewable Energy Development Fund, and these funds will not impact MCE's net position.

RECOMMENDATION: Direct Staff to present proposed FY 2018/19 Operating Fund, Energy Efficiency Program Fund, Local Renewable Energy Development Fund, and Renewable Energy Reserve Fund Budgets to the Board for approval at its February 2018 meeting.

MARIN CLEAN ENERGY				
OPERATING FUND				
From April 1, 2018 through March 31, 2019				
Proposed Budget				
	FY 2017/18 Budget (Amended)	FY 2018/19 Budget	Variation	Variation (%)
ENERGY REVENUE				
Revenue - Electricity (net of allowance)	\$ 209,162,000	384,583,000	175,421,000	84%
Other Revenue	10,000	10,000	-	0%
GROSS ENERGY REVENUE	209,172,000	384,593,000	175,421,000	46%
ENERGY EXPENSES				
Cost of energy	183,194,000	303,259,000	120,065,000	66%
NET ENERGY REVENUE	25,978,000	81,334,000	55,356,000	68%
OPERATING EXPENSES				
Personnel	6,507,000	8,891,000	2,384,000	37%
Data manager	3,794,000	7,005,000	3,211,000	85%
Technical and scheduling services	806,000	1,346,000	540,000	67%
Service fees - PG&E	1,487,000	1,413,000	(74,000)	-5%
Legal and regulatory services	804,000	834,000	30,000	4%
Communications and related services	1,971,000	1,881,000	(90,000)	-5%
Other services	1,481,000	1,653,000	172,000	12%
General and administration	853,000	1,309,000	456,000	53%
Occupancy	689,000	873,000	184,000	27%
Local pilot programs	215,000	1,500,000	1,285,000	598%
Marin County green business program	10,000		(10,000)	-100%
Low income solar programs	40,000	190,000	150,000	375%
TOTAL OPERATING EXPENSES	18,657,000	26,895,000	8,238,000	44%
OPERATING INCOME	7,321,000	54,439,000	47,118,000	644%
NONOPERATING REVENUES				
Grant and other income	713,000	980,000	267,000	37%
Interest income	130,000	743,000	613,000	472%
TOTAL NONOPERATING REVENUES	843,000	1,723,000	880,000	104%
NONOPERATING EXPENSES				
Banking Fees and Financing Costs	168,000	243,000	75,000	45%
Depreciation (supplemental)	121,000	180,000	59,000	49%
TOTAL NONOPERATING EXPENSES	289,000	423,000	134,000	46%
CHANGE IN NET POSITION	7,875,000	55,739,000	47,864,000	608%
Budgeted net position beginning of period	44,659,717	52,633,717	7,974,000	15%
Change in net position	7,974,000	55,739,000	47,765,000	86%
Budgeted net position end of period	52,633,717	108,372,717	55,739,000	51%
CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER				
Capital Outlay	744,000	730,480	(13,520)	-2%
Depreciation (supplemental)	(121,000)	(180,000)	(59,000)	49%
Transfer to Renewable Energy Reserve	-	-	-	
Transfer to Local Renewable Energy Development Fund	186,000	428,000	242,000	130%
TOTAL CAPITAL EXPENDITURES, INTERFUND TRANSFERS & OTHER	809,000	978,480	169,480	
Budgeted net increase (decrease) in Operating Fund bala	7,165,000	54,760,520	47,595,520	664%

MARIN CLEAN ENERGY				
From April 1, 2018 to March 31, 2019				
Proposed Budgets				
ENERGY EFFICIENCY PROGRAM FUND				
	FY 2017/18 Budget (Amended)	FY 2018/19 Budget	Variation	Variation (%)
REVENUE AND OTHER SOURCES:				
Public purpose energy efficiency program	\$ 1,683,000	2,383,000	700,000	29%
Public purpose Low Income Families and Tenants pilo	1,750,000	1,750,000	-	
TOTAL REVENUE AND OTHER SOURCES:	3,433,000	4,133,000	700,000	17%
EXPENDITURES AND OTHER USES:				
Public purpose energy efficiency program	1,683,000	2,383,000	700,000	29%
Public purpose Low Income Families and Tenants pilo	1,750,000	1,750,000		
TOTAL EXPENDITURES AND OTHER USES:	3,433,000	4,133,000	700,000	17%
Net increase (decrease) in fund balance	-	-	-	
LOCAL RENEWABLE ENERGY DEVELOPMENT FUND				
	FY 2017/18 Projected	FY 2018/19 Budget	Variation	Variation (%)
REVENUE AND OTHER SOURCES:				
Transfer from Operating Fund	\$ 186,000	428,000	242,000	57%
EXPENDITURES AND OTHER USES:				
Capital outlay and other expenditures	186,000	428,000	242,000	57%
Net increase (decrease) in fund balance	-	-	-	
Fund Balance Beginning of Period	-	-	-	
Fund Balance End of Period	-	-	-	
RENEWABLE ENERGY RESERVE FUND				
	FY 2017/18 Projected	FY 2018/19 Budget	Variation	Variation (%)
REVENUE AND OTHER SOURCES:				
Other Proceeds*	\$ 778,000	-	(778,000)	
Transfer from Operating Fund	-	-	-	
TOTAL REVENUES AND OTHER SOURCES	778,000	-	(778,000)	
EXPENDITURES AND OTHER USES:				
Net increase (decrease) in fund balance	778,000	-	(778,000)	
Fund Balance Beginning of Period	444,000	1,222,000	778,000	
Fund Balance End of Period	1,222,000	1,222,000	-	
*Other proceeds relate to the transfer of the MCE Solar One project.				



February 2, 2018

TO: MCE Executive Committee

FROM: Elizabeth Kelly, General Counsel

RE: Procurement Manual and Contracting Processes (Agenda Item #06)

- 1) Adopting Resolution No. 2018-01 Electing to Become Subject to the Uniform Public Cost Accounting Act
- 2) First Reading of Ordinance No. 2018-01 Establishing Informal Bidding Procedures under the Uniform Public Cost Accounting Act
- 3) Adopting Resolution No. 2018-02 Rescinding Resolution No. 2017-02 and Delegating Energy Procurement Authority
- 4) Adopting Resolution No. 2018-03 Designating the Chief Executive Officer as Purchasing Agent Pursuant to Government Code 25500 and Delegating Purchasing Agent Authority

ATTACHMENTS:

- A. Draft Resolution No. 2018-01 Electing to Become Subject to the Uniform Public Cost Accounting Act
- B. Draft Ordinance No. 2018-01 Establishing Informal Bidding Procedures under the Uniform Public Cost Accounting Act
- C. Draft Resolution No. 2018-02 Rescinding Resolution No. 2017-02 and Delegating Energy Procurement Authority
- D. Draft Resolution No. 2018-03 Designating the Chief Executive Officer as Purchasing Agent Pursuant to Government Code 25500 and Delegating Purchasing Agent Authority
- E. Resolution No. 2017-02 Delegating Contracting Authorities
- F. County of Marin Procurement Manual

Dear Executive Committee Members:

SUMMARY:

In order to improve MCE's contracting processes and improve efficiency and fairness, MCE staff is developing an MCE Procurement Manual that consolidates the policies and procedures adopted by the Board, the Executive Committee, the Technical Committee, and supplemental policies in place at MCE.

Common practice for Joint Powers Authorities (JPAs) is to follow the procurement policies of the designated member agency in their JPA Agreement. For MCE, Section 2.6 of the JPA Agreement designated the County of Marin as MCE's designated member agency. Staff has used the County of Marin's recently updated Procurement Manual as a basis for evaluating

MCE's procurement policies and taking steps to create an MCE Procurement Manual. Staff has also discussed with and/or reviewed policies of other public agencies and CCAs. As a result of this process, MCE staff proposes:

1. Adoption of Resolution 2018-01 Electing to Become Subject to the Uniform Public Cost Accounting Act and introducing Ordinance 2018-01 Establishing Informal Bidding Procedures under the Uniform Public Cost Accounting Act for MCE public works;
2. Rescission of Resolution No. 2017-02 Delegating Contracting Authorities and replacement with the following proposed resolutions:
 - a. Resolution No. 2018-02 Rescinding Resolution No. 2017-02 and Delegating Energy Procurement Authority
 - b. Resolution No. 2018-03 Designating the Chief Executive Officer as Purchasing Agent Pursuant to Government Code 25500 and Delegating Purchasing Agent Authority

Each of these proposals is discussed in greater detail below. MCE staff will bring forth additional best practices and procedures related to procurement as MCE develops its Procurement Manual.

1. Adoption of the Informal Bidding Procedures under the Uniform Public Cost Accounting Act (Section 22000, et seq. of the Public Contract Code) for MCE Public Works

The California Uniform Public Construction Cost Accounting Act ("the Act") was enacted in 1983 to help promote "uniformity of the cost accounting standards and bidding procedures on construction work performed or contracted by public entities in the state." Section 22001. The Act is a voluntary program that is available to all public entities in the State but it only applies to those public agencies that have "opted in" to the provisions set forth by the Act. The entirety of the Act is found at Sections 22000-22045 of the California Public Contract Code ("PCC").

MCE members who utilize the Act include:

- City of Belvedere
- City of Benicia
- City of Calistoga
- City of Concord
- Contra Costa County
- Town of Corte Madera
- City of El Cerrito
- Town of Fairfax
- City of Lafayette
- City of Larkspur
- County of Marin
- City of Martinez
- City of Mill Valley
- Town of Moraga
- County of Napa
- City of Novato
- City of Pinole
- City of Pittsburg
- Town of Ross
- City of Sausalito
- City of St. Helena
- Town of Tiburon
- City of Walnut Creek
- Town of Yountville

The Act allows for public project work in the amount of \$45,000 or less to be performed by the public agency's force account,¹ by negotiated contract, or by purchase order. PCC Section 22032(a). Public projects in the amount of \$175,000 or less can use the informal bidding procedures set forth in the Act in Section 22032(b). Public projects at a cost of more than \$175,000 shall use formal bidding procedures pursuant Section 22032(c).

The primary benefits of the program are:

- a) Increased force account limit;
- b) Informal bidding for projects that are \$175,000 or less which do not require advertising;
- c) Reduced number of formal bid processes; and
- d) Expedited contracting for small projects.

Many agencies utilize the Act because it gives them more leeway in the execution of public works projects; expedites the contract award process; has improved timeliness of project completion; has eliminated considerable red tape and cumbersome paperwork relative to advertising and filing of reports; and has simplified administration.

PCC Section 22003 provides that a public agency may elect to become subject to the Act by resolution. Once a resolution has been adopted the agency is subject to the Act. PCC Section 22034 provides that the agency shall enact an informal bidding ordinance to govern the selection of contractors to perform public projects valued between \$45,000 and \$175,000.

2. Rescission of Resolution No. 2017-02 Delegating Contracting Authorities and Replacement with the Resolutions No. 2018-02 and No. 2018-03

Staff proposes that the Board of Directors rescind Resolution No. 2017-02 and replace it with the two proposed resolutions set forth below. An additional resolution outlining formal and informal policies and procedures will be presented at a future Board meeting. Addressing various contracting authorizations in separate resolutions will allow for administrative ease in updating specific contracting rules without revisiting the rules in their entirety. Resolution No. 2017-02 is rescinded in proposed Resolution No. 2018-02.

a. Resolution No. 2018-02 Rescinding Resolution No. 2017-02 and Delegating Energy Procurement Authority

This Resolution rescinds Resolution No. 2017-02 and replaces it with the same delegation of Energy Procurement authority to the Technical Committee and the Chief Executive Officer. The Resolution, however, now only relates to Energy Procurement authority. The remainder of the contents of Resolution No. 2017-02 are included as set forth below in Proposed Resolution 2018-03.

b. Resolution No. 2018-03 Designating the CEO as Purchasing Agent and Delegating Purchasing Agent Authority

This Resolution provides for a similar delegation of purchasing authority to the CEO as in Resolution No. 2017-02, but makes three material changes: (1) this Resolution designates the

¹ A force account can be either the public agency using its own workforce rather than going out for competitive bid or the dollar value of labor, materials and equipment at the rate the public agencies charge themselves.

CEO as MCE's Purchasing Agent; (2) increases the authority of the Purchasing Agent to purchase goods and services to \$100,000; and (3) exempts certain transactions from the Purchasing Agent's purchasing and procurement authority limits.

The duties of a Purchasing Agent are defined in Government Code Section 25500 et seq. The governing board of a county can employ a purchasing agent to enter into contracts for the purchase of materials, supplies, equipment, and other personal property; for the rent of office furnishings and equipment; or for services and public works projects. MCE's CEO has been the Purchasing Agent of MCE, however, as MCE grows, the Board of Directors may choose to employ additional Purchasing Agents, such as a Chief Operating Officer. This proposed Resolution will simplify future revisions to designations of Purchasing Agents.

This Resolution also increases the authority of the Purchasing Agent to enter into contracts with a not-to-exceed amount of less than or equal to \$100,000, from the current CEO authority of \$25,000. This revision is consistent with the County of Marin Procurement Manual, Government Code Section 25502.5, and the procurement authorities of other CCAs, including Silicon Valley Clean Energy and East Bay Community Energy.

Finally, the Resolution exempts certain transactions from the Purchasing Agent's purchasing and procurement authority limits, provided that such expenditures are consistent with the budget that has been adopted by the Board. The purpose of this provision is to address scenarios where bidding and procurement rules are inapplicable, infeasible or unnecessary. The list of transactions is loosely based on the exemptions in the County of Marin Procurement Manual, but has been tailored by MCE staff to fit MCE's unique business purposes.

Fiscal Impact: None.

Recommendations: Recommend that your Board take the following actions at its February 15, 2018 meeting:

1. Adopt proposed Resolution No. 2018-01 Electing to Become Subject to the Uniform Public Cost Accounting Act
2. Waive full reading, read by title only, and introduce for first reading Ordinance No. 2018-01 of the Board of Directors of Marin Clean Energy Establishing Informal Bidding Procedures under the Uniform Public Cost Accounting Act
3. Adopt proposed Resolution No. 2018-02 Rescinding Resolution No. 2017-02 and Delegating Energy Procurement Authority
4. Adopt proposed Resolution No. 2018-03 Designating the Chief Executive Officer as Purchasing Agent and Delegating Purchasing Agent Authority

DRAFT

RESOLUTION NO. 2018-01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF MARIN CLEAN
ENERGY ELECTING TO BECOME SUBJECT TO THE UNIFORM
PUBLIC CONSTRUCTION COST ACCOUNTING ACT**

WHEREAS, California Public Contract Code Section 20121 requires counties to competitively bid public works projects in excess of \$4,000 in accordance with the requirements set forth in the Public Contract Code, commencing with Section 20120; and

WHEREAS, Section 2.6 of the MCE Joint Powers Agreement provides that the power of Marin Clean Energy ("MCE") is subject to the same restrictions upon the manner of exercising power possessed by the County of Marin; and

WHEREAS, prior to the enactment of the Uniform Public Construction Cost Accounting Act in 1983 ("the Act"), a uniform cost accounting standard was unavailable for construction work performed or contracted by or for local public agencies; and

WHEREAS, pursuant to the Act, the Uniform Construction Cost Accounting Commission, in conjunction with the State Controller, has established uniform public construction cost accounting procedures for implementation by local public agencies electing to be governed by the provisions of the Act in performing or contracting for construction of public projects; and

WHEREAS, the Board of Directors has determined that it is in the best interests of MCE to be subject to the provisions of the Act. The benefits to MCE include, but are not limited to, availability of alternate bidding procedures allowing MCE to perform work costing up to and including \$45,000, as may be revised, by force account, and to let contracts by informal procedures for public projects costing up to and including \$175,000, as may be revised, or more under specified circumstances; and

WHEREAS, California Public Contract Code Section 22030 provides that any public agency that wishes to avail itself of the alternative procedures for bidding and contracting for public projects must elect, by resolution, to become subject to the uniform construction cost accounting procedures set forth in the Public Contract Code and must notify the State Controller of its election; and

WHEREAS, California Public Contract Code Section 22034 requires each public agency that elects to become subject to the uniform construction cost accounting procedures to enact an informal bidding ordinance that complies with the requirements set forth in Section 22034; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED, by the MCE Board of Directors:

- A. The Board of Directors finds that all of the facts set forth in the foregoing Recitals are true and correct.
- B. Pursuant to the authority set forth in the Uniform Public Construction Cost Accounting Act, California Public Contract Code Section 22000, *et seq.*, MCE hereby elects to be subject to the uniform public construction cost accounting procedures set forth in the Uniform Public Construction Cost Accounting Act and to the policies and procedures manual and cost accounting review procedures established thereunder, as each may be amended from time to time.
- C. The Secretary shall notify the State Controller of MCE’s election pursuant to Section 2, above. The Chair shall sign and the Secretary shall certify to the adoption of this Resolution. This Resolution shall take effect and be in full force immediately.

PASSED AND ADOPTED at a regular meeting of the MCE Board of Directors on this 15th day of February, 2018, by the following vote:

	AYES	NOES	ABSTAIN	ABSENT
City of American Canyon				
City of Belvedere				
City of Benicia				
City of Calistoga				
City of Concord				
Contra Costa County				
Town of Corte Madera				
The Town of Danville				
City of El Cerrito				
Town of Fairfax				
City of Lafayette				
City of Larkspur				
County of Marin				
The City of Martinez				
City of Mill Valley				
Town of Moraga				
City of Napa				

County of Napa				
City of Novato				
City of Oakley				
City of Pinole				
City of Pittsburg				
City of Richmond				
Town of Ross				
Town of San Anselmo				
City of San Pablo				
City of San Rafael				
City of San Ramon				
City of Sausalito				
City of St. Helena				
Town of Tiburon				
City of Walnut Creek				
Town of Yountville				

CHAIR, MCE

Attest:

SECRETARY, MCE

DRAFT

ORDINANCE NO. 2018-01

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF MARIN CLEAN ENERGY
ESTABLISHING INFORMAL BIDDING PROCEDURES UNDER THE
UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT**

**THE BOARD OF DIRECTORS OF MARIN CLEAN ENERGY DOES ORDAIN
AS FOLLOWS:**

Section 1. Informal Bid Procedures.

Public projects, as defined by the Act and in accordance with the limits listed in Section 22032(b) of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.

Section 2. Contractors List.

The agency shall comply with the requirements of Public Contract Code Section 22034.

Section 3. Notice Inviting Informal Bids.

Where a public project is to be performed which is subject to the provisions of this Ordinance, a notice inviting informal bids shall be circulated using one or both of the following alternatives:

1. Notices inviting informal bids may be mailed, faxed, or emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 2,
2. Notices inviting informal bids may be mailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code.

Additional contractors and/or construction trade journals may be notified at the discretion of the Chief Executive Officer or his or her designee. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

Section 4. Award of Contracts

The Chief Executive Officer and the appropriate Committee of the Board of Directors, as authorized by the Board, are hereby authorized to award informal contracts pursuant to this Ordinance.

Section 5. Notice and Effect.

This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the Board of Directors voting for and against the same in the Marin Independent Journal, a newspaper of general circulation published in the County of Marin.

PASSED, APPROVED and ADOPTED by the Board of Directors of Marin Clean Energy, State of California, this ____ day of _____, 2018, by the following vote:

	AYES	NOES	ABSTAIN	ABSENT
City of American Canyon				
City of Belvedere				
City of Benicia				
City of Calistoga				
City of Concord				
Contra Costa County				
Town of Corte Madera				
The Town of Danville				
City of El Cerrito				
Town of Fairfax				
City of Lafayette				
City of Larkspur				
County of Marin				
The City of Martinez				
City of Mill Valley				
Town of Moraga				
City of Napa				
County of Napa				
City of Novato				
City of Oakley				
City of Pinole				
City of Pittsburg				
City of Richmond				
Town of Ross				
Town of San Anselmo				

City of San Pablo				
City of San Rafael				
City of San Ramon				
City of Sausalito				
City of St. Helena				
Town of Tiburon				
City of Walnut Creek				
Town of Yountville				

CHAIR, MCE

Attest:

SECRETARY, MCE

DRAFT

RESOLUTION NO. 2018-02

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
MARIN CLEAN ENERGY RESCINDING RESOLUTION NO. 2017-02 AND
DELEGATING ENERGY PROCUREMENT AUTHORITY**

WHEREAS, Resolution No. 2017-02 set forth contracting and procurement authority delegated by the Board of Directors; and

WHEREAS, the Board intends that this Resolution No. 2018-02, together with Resolution No. 2018-03, shall supersede and replace Resolution No. 2017-02; and

WHEREAS, the Board of Directors, by this delegation of energy procurement and contracting authority as described herein, shall not be divested of any such authority, but shall retain and may exercise such authority at such times as it may deem necessary and proper, at its sole discretion; and

WHEREAS, the Board of Directors shall retain contracting authority over all contracts required by law to be approved by the Board, including but not limited to any contracts to borrow money or otherwise incur debt.

NOW, THEREFORE, BE IT RESOLVED, by the MCE Board of Directors:

- A. Resolution No. 2017-02 is hereby rescinded.
- B. For purposes of this Resolution, "Energy Procurement" shall mean all contracting, purchase and sale of energy and energy-related products for MCE, including but not limited to products related to electricity, capacity, energy efficiency, distributed energy resources, demand response, and storage.
- C. The Board of Directors hereby delegates the following contracting authority consistent with an approved resource plan and/or budget, as applicable, including contracts that are consistent with the current fiscal year's budget but extend beyond the current fiscal year:

1. Delegation to the Technical Committee

The Technical Committee is hereby authorized to approve and direct the Chief Executive Officer ("CEO") and Technical Committee Chair to execute:

- a. contracts for Energy Procurement as herein defined;
- b. contracts for functions, programs or services related to Energy Procurement; and
- c. contracts related to MCE ownership, leasing or development of energy generation projects and assets.

2. Delegation to the Chief Executive Officer and Technical Committee Chair, Jointly

The CEO and Technical Committee Chair, jointly, are hereby authorized, after consultation with the appropriate Committee of the Board of Directors, to approve and execute contracts for Energy Procurement for terms of less than or equal to five years. The CEO shall timely report to the Board of Directors all such executed contracts.

3. Delegation to the Chief Executive Officer

The CEO is hereby authorized to approve and execute:

- a. contracts for Energy Procurement for terms of less than or equal to 12 months, which the CEO shall timely report to the Board of Directors; and
- b. amendments or addenda to existing Energy Procurement contracts, regardless of the existing contract's price or total amount, which improve the terms of the contract to MCE's benefit without increasing the contract's not-to-exceed maximum dollar amount.

PASSED AND ADOPTED at a regular meeting of the MCE Board of Directors on this 15th day of February, 2018, by the following vote:

	AYES	NOES	ABSTAIN	ABSENT
City of American Canyon				
City of Belvedere				
City of Benicia				
City of Calistoga				
City of Concord				
Contra Costa County				
Town of Corte Madera				
The Town of Danville				
City of El Cerrito				
Town of Fairfax				
City of Lafayette				
City of Larkspur				
County of Marin				
The City of Martinez				
City of Mill Valley				
Town of Moraga				

City of Napa				
County of Napa				
City of Novato				
City of Oakley				
City of Pinole				
City of Pittsburg				
City of Richmond				
Town of Ross				
Town of San Anselmo				
City of San Pablo				
City of San Rafael				
City of San Ramon				
City of Sausalito				
City of St. Helena				
Town of Tiburon				
City of Walnut Creek				
Town of Yountville				

CHAIR, MCE

Attest:

SECRETARY, MCE

DRAFT

RESOLUTION NO. 2018-03

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
MARIN CLEAN ENERGY DESIGNATING THE CHIEF EXECUTIVE OFFICER AS THE
PURCHASING AGENT PURSUANT TO GOVERNMENT CODE 25500 AND
DELEGATING PURCHASING AGENT AUTHORITY**

WHEREAS, Section 2.6 of the MCE Joint Powers Agreement provides that the power of MCE is subject to the same restrictions upon the manner of exercising power possessed by the County of Marin;

WHEREAS, Government Code Section 25500 et seq. defines the role of a purchasing agent, and authorizes the governing body of a county to employ a purchasing agent to enter into certain transactions; and

WHEREAS, the Board of Directors desires to appoint a purchasing agent for MCE; and

WHEREAS, the Board of Directors, by designating a purchasing agent and delegating certain contracting authority to the designated purchasing agent as described herein, shall not be divested of any such authority, but shall retain and may exercise such authority at such times as it may deem necessary and proper, at its sole discretion; and

WHEREAS, the Board of Directors shall retain contracting authority over all contracts required by law to be approved by the Board, including but not limited to any contracts to borrow money or otherwise incur debt.

NOW, THEREFORE, BE IT RESOLVED, by the MCE Board of Directors:

- A. The Board of Directors hereby designates the Chief Executive Officer as purchasing agent for MCE.
- B. This delegation of contracting authority to the purchasing agent shall be subject to any exemptions that may be adopted by the Board of Directors.
- C. The Board of Directors hereby delegates the following contracting authority, consistent with an approved resource plan and/or budget, as applicable, including transactions that are consistent with the current fiscal year's budget but extend beyond the current fiscal year:

1. Delegation to the Executive Committee:

The Executive Committee is hereby authorized to approve and direct the purchasing agent to enter into all transactions, including contracts, amendments and addenda; provided that any transaction greater than \$100,000 shall also be executed by the Executive Committee Chair.

2. Delegation to the Purchasing Agent:

The purchasing agent is hereby authorized to approve and enter into:

- a. transactions for goods, equipment or services with a not-to-exceed maximum dollar amount of \$100,000 per vendor for a given scope of work, per fiscal year;
- b. amendments or addenda to existing contracts, regardless of the existing contract's price or total amount, which improves the terms of the contract to MCE's benefit without increasing the contract's not-to-exceed maximum dollar amount; and
- c. in the event of an emergency situation, transactions with a not-to-exceed maximum dollar amount of:
 - i. \$150,000 in the aggregate; or
 - ii. \$500,000 in the aggregate with the prior written consent of the Chair or Vice Chair of the Executive Committee.

An "emergency situation" for purposes hereof is a sudden, unexpected occurrence that poses an imminent danger to life or property or other material financial loss or to essential public services that calls for immediate action with inadequate time for prior Board of Directors or Executive Committee approval. The purchasing agent shall deliver a report to the Board of Directors at the next regular meeting explaining the necessity for the action, a listing of expenditures made under these emergency powers and any recommended future actions.

3. Exemptions to Limits on Purchasing Agent's Purchasing Authority:

The Board of Directors hereby provides that the following transactions are exempt from the above purchasing and procurement authority limits, provided that such expenditures are consistent with the budget adopted by the Board:

- a. Utilities, where there is no reasonable basis for competitive procurement, including but not limited to telephonic communications, electric power, internet/cable, water, solid waste and debris collection (unless in relation to a construction project), and sewage;
- b. Tariffed costs and fees, including but not limited to PG&E service fees and CAISO fees and costs, including MCE's Estimated Aggregate Liability (EAL);
- c. Notices required by law;
- d. Fees and taxes required by law;

- e. Payments made pursuant to a duly approved contract;
- f. Routine office supplies;
- g. Insurance policies consistent with MCE's approved benefits policy;
- h. Print services; and
- i. Postage costs.

PASSED AND ADOPTED at a regular meeting of the MCE Board of Directors on this 15th day of February, 2018, by the following vote:

	AYES	NOES	ABSTAIN	ABSENT
City of American Canyon				
City of Belvedere				
City of Benicia				
City of Calistoga				
City of Concord				
Contra Costa County				
Town of Corte Madera				
The Town of Danville				
City of El Cerrito				
Town of Fairfax				
City of Lafayette				
City of Larkspur				
County of Marin				
The City of Martinez				
City of Mill Valley				
Town of Moraga				
City of Napa				
County of Napa				
City of Novato				
City of Oakley				
City of Pinole				
City of Pittsburg				
City of Richmond				
Town of Ross				
Town of San Anselmo				

City of San Pablo				
City of San Rafael				
City of San Ramon				
City of Sausalito				
City of St. Helena				
Town of Tiburon				
City of Walnut Creek				
Town of Yountville				

CHAIR, MCE

Attest:

SECRETARY, MCE

APPEAL

RESOLUTION 2017-02

FEB 16 2017

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
MARIN CLEAN ENERGY DELEGATING
CONTRACTING AUTHORITIES**

MARIN CLEAN ENERGY

WHEREAS, Marin Clean Energy (MCE) is a Joint Powers Authority (JPA) established on December 19, 2008, and organized under the Joint Exercise of Powers Act (Government Code Section 6500 et seq.); and

WHEREAS, MCE members include the following communities: the County of Marin, the County of Napa, the City of American Canyon, the City of Belvedere, the City of Benicia, the City of Calistoga, the Town of Corte Madera, the City of El Cerrito, the Town of Fairfax, the City of Lafayette, the City of Larkspur, the City of Mill Valley, the City of Napa, the City of Novato, the City of Richmond, the Town of Ross, the Town of San Anselmo, the City of San Pablo, the City of San Rafael, the City of Sausalito, the City of St. Helena, the Town of Tiburon, the City of Walnut Creek, and the Town of Yountville; and

WHEREAS, pursuant to its authority under Sections 4.6 and 4.7 of the Joint Powers Agreement the Board of Directors wishes to delegate authority to its committees and the Chief Executive Officer ("CEO"), for purposes of responding efficiently to requests from contractors, suppliers, lenders or other parties for documentation of such authority for MCE during the normal course of business; and

WHEREAS, Resolutions 2013-04 and 2016-05 set forth contracting authorities delegated by the Board of Directors; and

WHEREAS, the Board intends that this Resolution 2017-02 shall supersede and replace Resolutions 2013-04 and 2016-05.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of MCE:

A. Resolutions 2013-04 and 2016-05 are hereby rescinded and replaced by this Resolution 2017-02.

B. The Board of Directors, by this delegation of contracting authority as described herein, shall not be divested of any such authority, but shall retain and may exercise such authority at such times as it may deem necessary and proper, at its sole discretion.

C. The Board of Directors shall retain authority over all legally required authorities, including, for the avoidance of doubt, authority over contracting for borrowing as described in Government Code Section 536.35.7 or its successor.

D. For purposes of this Resolution, "Energy Procurement" shall mean all contracting for energy and energy-related products for MCE, including but not limited to products related to electricity, capacity, energy efficiency, distributed energy resources, demand response, and storage.

E. The Board of Directors hereby delegates the following contracting authorities consistent with an approved resource plan and/or budget, as applicable, including contracts that are consistent with the current fiscal year's budget but extend beyond the current fiscal year:

1. Delegation to the Executive Committee

The Executive Committee has all necessary and proper authority to approve and direct the CEO to execute all contracts, amendments and addenda; provided that any contract, amendment or addenda with total consideration greater than \$25,000 shall also be executed by the Executive Committee Chair.

2. Delegation to the Technical Committee

The Technical Committee has all necessary and proper authority to approve and direct the CEO and Technical Committee Chair to execute:

- a. contracts for Energy Procurement as herein defined;
- b. contracts for functions, programs or services related to Energy Procurement, technical matters, and demand-side and customer-side offerings;
- c. contracts related to MCE ownership or development of energy generation projects and assets.

3. Delegation to the Chief Executive Officer and Technical Committee Chair, Jointly

The CEO and Technical Committee Chair, jointly, shall have all necessary and proper authority, after consultation with a Committee of the Board, to approve and execute contracts for Energy Procurement for terms of less than or equal to five years. The CEO shall timely report to the Board all such executed contracts.

4. Delegation to the Chief Executive Officer

The CEO shall have all necessary and proper authority to approve and execute:

- a. contracts for Energy Procurement for terms of less than or equal to 12 months, which the CEO shall timely report to the Board;
- b. contracts with a not-to-exceed maximum dollar amount of less than or equal to \$25,000 per vendor for a given scope of work, per fiscal year;
- c. amendments or addenda to existing contracts, regardless of the existing contract's price or total amount, which improves the terms of the contract to MCE's benefit without increasing the contract's not-to-exceed maximum dollar amount; and
- d. in the event of an emergency situation contracts with a not-to-exceed maximum dollar amount of:
 - i. \$150,000 in the aggregate; or
 - ii. \$500,000 in the aggregate with the prior written consent of three (3) Executive Committee members

in order to avert or alleviate damage to property, to protect the health, safety and welfare of the community and MCE's employees, or to repair or restore damaged or destroyed property of MCE.

An "emergency situation" for purposes hereof is a situation creating an imminent danger to life or property or other material financial loss that calls for immediate action with inadequate time for prior Board approval. The Chief Executive Officer shall within thirty (30) days of the emergency, deliver a report to the Board of Directors explaining the necessity for the action, a listing of expenditures made under these emergency powers and any recommended future actions.

PASSED AND ADOPTED at a regular meeting of the Board of Directors on this 16th day of February 2017, by the following vote:

APPROVED

FEB 18 2017

MARIN CLEAN ENERGY

	AYES	NOES	ABSTAIN	ABSENT
City of American Canyon	✓			
City of Belvedere	✓			
City of Benicia				✓
City of Calistoga	✓			
Town of Corte Madera	✓			
City of El Cerrito	✓			
Town of Fairfax	✓			
City of Lafayette	✓			
City of Larkspur	✓			
County of Marin	✓			
City of Mill Valley	✓			
City of Napa	✓			
County of Napa	✓			
City of Novato	✓			
City of Richmond	✓			
Town of Ross	✓			
Town of San Anselmo				✓
City of San Pablo				✓
City of San Rafael				✓
City of Sausalito	✓			
City of St. Helena	✓			
Town of Tiburon	✓			
City of Walnut Creek	✓			
Town of Yountville	✓			

Fate Sears

 CHAIR, MCE BOARD

ATTEST:

Dawn Edging

 SECRETARY, MCE BOARD

APPROVED

FEB 16 2017

MARIN CLEAN ENERGY



2016

PROCUREMENT MANUAL

Effective Date:

Last Revision Date:

Authorized By:

DATED: March 2016

COUNTY OF MARIN



Requests for accommodations may be made by calling (415) 473-4381 (Voice/TTY), 711 for California Relay Service or by e-mail at disabilityaccess@marincounty.org. Copies of documents are available in alternative formats, upon request.

GUIDING PRINCIPLES*

VISION:

Achieve the highest standard of professional public procurement for the County of Marin.

MISSION:

To promote transparent, fair and open competition in ethically procuring best value in products and services that meet the County's operational needs.

PURPOSE:

The overall purpose of this Procurement Manual is to:

1. Clarify and simplify the legal authority of the procurement function within the organization;
2. Enable uniform procurement policies throughout the organization;
3. Enhance public confidence in public procurement;
4. Ensure the fair and equitable treatment of everyone who interacts with the procurement system;
5. Provide for increased efficiency, economy, and flexibility in public procurement activities and maximize the purchasing power of the County to the fullest extent;
6. Foster effective, broad-based competition from all segments of the supplier community;
7. Safeguard the integrity of the procurement system and protect against corruption, waste, fraud, and abuse;
8. Ensure appropriate public access to contracting information; and
9. Foster equal employment opportunities among suppliers and subcontractors interested in doing business with the County of Marin.

* Inspired by the National Institute for Governmental Purchasing (NIGP) "Principles and Practices of Public Procurement."

EXECUTIVE OVERVIEW

Effective April 9, 1995, the County of Marin Board of Supervisors deleted the separate position of County Purchasing Agent that reported directly to the Board of Supervisors. At the same time, the Public Works Director (also reporting directly to the Board of Supervisors) was designated as the County's Purchasing Agent.

BACKGROUND

The Administrative Technologies of Marin (ATOM) project sponsored by the County Administrator commenced in 2012. ATOM, a multi-year, multi-phased project was inspired by independent studies recommending that the County replace its 2005 SAP Financial System to achieve long-term goals. This has presented tangible opportunities for the County to revisit its overall business processes, update policies and procedures, and transform the County into a more modern, efficient, and effective organization.

The first phase of the ATOM project consisted of documenting current business processes and issues. This work was completed by consultants, Plante Moran. The scope of work included an examination of major strengths and weaknesses of the relevant processes. In addition, recommendations for strategic options were included. A by-product of Plante Moran's work pertaining to procurement revealed the following core issues:

- 1) **Purchasing Policy:** There is a need to establish clear, accountable and enforceable procurement policies and procedures.
- 2) **Training:** Training on purchasing policies, procedures and automated systems is needed to improve compliance with the County's procurement policies and achieve the benefit of technology investments.
- 3) **Vendor Registration:** The process for vendors to get on bid lists and for staff to identify firms interested in doing business with the County is cumbersome and very inefficient. Yet, state mandated contracting laws such as Government Code section 4525-27 and Public Contract Code Section 22034 require the County to maintain respective lists of qualified consultants and contractors.
- 4) **Contract Management:** The County uses numerous "shadow systems" for tracking contracts which may result in costly mistakes in payments and managing contracts.

This manual, and the new Financial System, known as Munis - an Enterprise Resource Planning (ERP) system by Tyler Technologies, Inc., seek to address these core issues. The Director of the Department of Finance, County Administrative Officer, and Director of Public Works jointly commissioned development of this Procurement Manual to assure proper internal controls and effective implementation of procurement laws, rules, and regulations applicable to the County.

PROCUREMENT MANUAL DEVELOPMENT

A small team from the Department of Finance and Department of Public Works partnered to update the County's procurement policies and procedures.

The initial task of identifying procurement best practices included research from California and nationwide public agencies recognized for their excellence in public procurement. The National Institute for Government Purchasing annually awards Certificates of Achievement of Excellence in Procurement to public agencies having demonstrated a comprehensive standard of best practices within their organizations. Public sector purchasing is evolving from focusing solely on goods and

general services to reviewing all non-personnel procurements, including professional and construction services. Construction services are under the oversight of the Public Works Director. This manual seeks to comply with the following specific legal mandates:

Procurement of Goods and General Services: Marin County Code 3.08.020 and Government Code Section 25501 requiring the Purchasing Agent to prepare and disseminate procedural regulations amplifying the provisions of the Marin County Code not including professional services and construction contracting.

Procurement of Professional Services: Government Code Section 25502.5 requires the establishment of rules and regulations applicable to engaging independent contractors to perform services. Further, Government Code Section 4526 requires the selection of professional services vendors to be based upon their demonstrated competence and qualifications with fees negotiated to achieve fair and reasonable prices.

Procurement of Construction Services: Marin County Code 2.18 governs the selection of contractors through bidding procedures specified in Public Contract Code Section 22000 et. seq. conforming the County of Marin to the procedures of the "Uniform Public Construction Cost Accounting Act."

This Procurement Manual is organized by the procurement function using a hybrid of centralized oversight with continued (decentralized) delegated purchasing authority to optimize efficiency in carrying out County business operations.

ACTIONS:

The following material changes are reflected in this manual pending approval by the Board of Supervisors:

Ordinance Amendments

- Chapter 2.18.030 to require all public works projects to be under the oversight of the Public Works Director
- Chapter 3.08.020 - Amend to clarify exemptions in the Purchasing Ordinance
- Chapter 3.08.030 – Amend to clarify policy on Emergency Purchases

CONCLUSION:

The County can maximize the return on its investment in the new ERP system by assuring that procurement policies and procedures are clear, ample resources are allocated for training and centralized management oversight; and the function is evaluated on an on-going basis for continuous process improvement.

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PART 1 PROCUREMENT POLICIES

SECTION 1 - SCOPE

1.1. Scope

This procurement manual is intended to provide clarity and understanding of the legal framework (statutes, Board policies and other applicable rules and regulations) for the procurement procedures that follow:

- 1.1.1. Any elected official, administrator, and/or employee responsible for making purchases using County funds must comply with this Procurement Manual.
- 1.1.2. The policies included herein apply to all departments and agencies that are a part of County government.
- 1.1.3. These policies will be used to establish uniform procedures governing all County non-personnel expenditure of funds.

To effectively manage the business of the County it is necessary to institute centralized procurement oversight with delegated procurement authority to optimize efficiency in County business operations.

The procurement method applicable to a procurement transaction depends upon (but is not limited to) the following factors:

- Legal authority & exemption status;
- Source of funds;
- Expected total cost for goods or services to be procured;
- Dollar thresholds applicable to the procurement;
- Nature of the procurement (goods & general services, professional services, construction, etc.); and
- Sources for the procurement, including availability of potential bidders/proposers, countywide contracts, blanket purchase orders/price agreements, cooperative purchase or piggyback contract, master contracts, term contracts, etc.

1.2. Definitions

Definitions are included in the Glossary of Procurement Related Terms at the back of this manual.

SECTION 2 - LEGAL AUTHORITY

The legal authority cited in this section is captured verbatim to assure accuracy in interpretation.

2.1. Appointment of a Purchasing Agent

Government Code Section 25500. The Board of Supervisors may employ a Purchasing Agent and such assistants as are necessary for him/her to properly fulfill his/her duties.

- 2.1.1. Marin County Code Section 3.08.010. By Ordinance Number 1729, Section 1 (part), in 1969, the County of Marin Board of Supervisors established the position of Purchasing Agent.

2.2. Authority of the Purchasing Agent

2.2.1. Pursuant to Government Code Section 25501. The Purchasing Agent may:

- (a) Purchase for the County and its offices all materials, supplies, furnishing, equipment, livestock, and other personal property.
- (b) Rent for the County and its office furnishings, equipment, and livestock.
- (c) Contract for services pursuant to this article and contract for public works projects pursuant to Article 3.5 (commencing with Section 20120) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code.

2.2.2. Pursuant to Government Code Section 25502.5.

- (a) In counties having a population of 200,000 or more, the Board of Supervisors may authorize the Purchasing Agent to engage independent contractors to perform services for the County or County officers, with or without the furnishing of material, when the annual aggregate cost does not exceed one hundred thousand dollars (\$100,000).
- (b) The Board of Supervisors may establish rules and regulations to effectuate the purposes of this section, and has done so by delegating the County Administrator authority to approve professional services contracts up to \$50,000 per Marin County Code Section 2.08.051.

2.2.3. Authority of the Purchasing Agent per County of Marin Board of Supervisors.

Pursuant to the Marin County Code Section 3.08.020, the Purchasing Agent shall:

- (a) Procure all supplies, material, equipment, and contractual services required by the agencies of the County government;
- (b) Store transfers between agencies, or trade in surplus property;
- (c) Perform the aforementioned services on behalf of school districts, special districts, or other governmental units in the County, when requested to do so, and;
- (d) Prepare and disseminate procedural regulations amplifying the provisions of this chapter. (Not including real estate purchases and construction contracting).

2.3. Other Delegated Authority by the County of Marin Board of Supervisors

2.3.1. Marin County Code Section 2.08.051 designated the County Administrator as Deputy Purchasing Agent for the purpose of entering into and executing professional services contracts up to the amount prescribed under Government Code Section 25502.5. The County Board delegated contract approval authority to the County Administrator for contracts with a value of up to \$50,000.

2.3.2. As recommended by Grand Jury Report dated April 17, 2003, and approved through a Board Letter on April 19, 2005, the Board of Supervisors authorized all department heads to make purchases up to \$5,000 (except for office furniture, printing services and computer equipment) per transaction without further authorizations from the Purchasing Agent or the Board of Supervisors, pursuant to the general requirements for making purchases as listed in Section 2.4 or Purchasing Card Policies as outlined in Section 24.

2.4. General Requirements for Making Purchases

2.4.1. Use of Requisitions

2.4.1.1. To the extent that a requisition represents a request to make a purchase or spend County funds, the Purchasing Agent shall make purchases, rentals, and contracts only upon proper written requisition. (Government Code Section 25501). The term "written" does not preclude the use of electronic format. Nor does the requisition need to be a separate document, but a function of making a request in the purchase order and/or contract creation.

2.4.2. Executing Purchase Orders

2.4.2.1. To the extent that use of a purchase order is the equivalent of a contract and all contracts require a purchase order, except as otherwise provided by law, no purchase shall be made by a County officer or employee without obtaining a purchase order or other written authority from the Purchasing Agent (Marin County Code 3.08.020). This applies to all procurement transactions requiring a purchase requisition or otherwise determined by the Purchasing Agent or designee.

2.4.3. Special Commodities

2.4.3.1. The following items shall have a Purchase Order issued by the Purchasing Agent despite minimum thresholds; Printing or Reprographic services, Radios (MERA), Vehicles, Furniture, Computer and related items (Hardware, Software, License Renewals, etc.) and annual copier agreements.

2.5. Unlawful Purchases

2.5.1. If any agency purchases or contracts for supplies, materials, equipment, or contractual services contrary to the provisions of this chapter, the purchase order or contract may be declared void. The head of the agency which made the purchase or contract may, depending on the circumstances, be personally liable for the purchase amount which may be recovered by the County. (Marin County Code 3.08.060)

2.5.2. It is unlawful for any agency to split its requirements for supplies, materials, equipment, and contractual services to evade the provisions of Marin County Code 3.08.040 or the Public Contract Code, which could constitute a misdemeanor offense.

2.5.3. Gratuities (Marin County Code 3.08.070 applies to all procurement transactions). The acceptance of a gratuity by any employee of the County from a vendor, or prospective vendor, may be cause for removal or other disciplinary action.

2.5.4. The offer of a gratuity to any employee of the County by a vendor, or a prospective vendor, may be cause for barring that vendor from bidding on any future County purchase or contract.

2.5.5. Unlawful purchases identified by the Department of Finance through the accounts payable audit process will be held and rerouted back to the responsible department and appropriate purchasing personnel.

2.5.6. Per MAPE General Unit Contract, Section 7.2. Bargaining Unit Work - Before implementing any decision to contract out bargaining unit work...the County shall notify the Union and, upon request, meet and confer regarding the decision and/or the impacts of such decision on employees' terms and conditions of employment to the extent of the law. Per MCMEA Bargaining Agreement – Any work with the class specifications for any classification currently represented by MCMEA shall not be contracted out during the lifetime of the contract without completion of the parties meet

and confer obligations or until negotiation for a successor agreement have concluded.

2.6. Goods and Related General Services

- 2.6.1. Goods or commodities are products, including materials, equipment, and supplies. General Services are services such as janitorial, security guard, pest control, landscape maintenance, and other maintenance work as defined in Public Contract Code Section 22002(d)(e), but not inclusive of professional services.
- 2.6.2. Goods and related general services determined by the Purchasing Agent to be 'Special Commodities' are exempt from the procurement authority delegated to departments. Special Commodities are as follows: Equipment for lease; Cars, trucks, and other vehicles; Reprographic Services; computer equipment, supplies or software; MERA radios and equipment; Furniture and items otherwise not in compliance with the County's policies and procedures.
- 2.6.3. Goods and related general service procurement transactions are authorized under Marin County Code, Chapter 3.08 (Ordinance No. 3474) and Chapter 2.16.020.

***Threshold for Department Head Approval: <\$5,000**

***Not including Special Commodities**

Board Adopted: 4/19/05

Threshold for Purchasing Agent Approval: <\$100,000

Board Adopted: 9/25/07

Threshold for Board Approval: ≥\$100,000

Board Adopted: 9/25/07

2.7. Professional Services

- 2.7.1. Professional services require extended analysis, the exercise of discretion, and independent judgment in their performance and/or the application of an advanced, specialized type of knowledge, expertise, or training, customarily acquired either by a prolonged course of study or equivalent experience in the field. Examples include licensed professionals such as attorneys, accountants, real estate brokers, concessionaires, and non-licensed professionals such as software developers, financial, and other consultants. Independent contractor is defined in Marin County Administrative Regulation 18.

2.7.2. Purchasing Agent

2.7.2.1. Government Code 25502.5 authorizes the Purchasing Agent to engage independent contractors to perform professional services (with or without the furnishing of material) for the County or County officers up to \$100,000 and, acting on behalf of the Board of Supervisors, establish rules and regulations to effectuate the purposes of the aforementioned section of the Government Code. Furthermore, Government Code 4526 provides for adopting by ordinance, procedures that assure qualifications for certain types of services are performed and at a fair and reasonable price and maximum participation of small business firms.

2.7.2.2. Government Code Section 20131 authorizes the Purchasing Agent to "purchase or contract for medical or surgical equipment or supplies or professional services for a County hospital without competitive bidding, so long as an appropriation for the costs of those purchases or contracts is included in the County budget."

- 2.7.2.3. County Administrator Acting as Deputy Purchasing Agent Marin County Code Chapter 2.08.051 authorizes the County Administrator to act as Deputy Purchasing Agent to enter into and execute on behalf of the Board of Supervisors any contract for professional services up to the amount prescribed under Government Code Section 25502.5, which relate to the purposes previously approved and budgeted by the Board of Supervisors, subject to ratification of such approval and execution by the Board of Supervisors. Section 2.7.2.3 defines this limit not to exceed \$50,000.

The County Administrator may submit contracts executed under this section to the Board of Supervisors for ratification once each quarter of the fiscal year. Marin County Code Chapter 2.08.50 limits the authority of the County Administrator as specified in Marin County Code Chapter 2.08.51 and is not intended to vest in the County Administrator any duty or grant any authority that is vested by general law on any other County officer or employee or the Board of Supervisors.

- 2.7.2.4. By Board Action on August 19, 2014, the Marin County Board of Supervisors authorized the County Administrator, as the Deputy Purchasing Agent, to review and execute professional service contracts of amounts not to exceed \$50,000.

Threshold for County Administrator Approval: ≤ \$50,000

Board Adopted: 8/19/14

Threshold for Board Approval: >\$50,000

Board Adopted: 8/19/14

- 2.7.2.5. The County Administrator will report all contracts executed under this section to the Board of Supervisors for ratification once each quarter of the fiscal year.

2.8. Interagency Agreements, MOUs and Non-Professional Services

Interagency agreements and non-professional service procurement transactions are authorized under Marin County Code, Chapter 3.08. Specifically, 3.08.020 allows the procurement of goods and general services by the Purchasing Agent on behalf of school districts, special districts, or other governmental units in the County, when requested to do so.

Threshold for Purchasing Agent Approval: ≤\$100,000

Board Adopted: 9/25/07

Threshold for Board Approval: ≥\$100,000

Board Adopted: 9/25/07

2.9. Construction Services

2.9.1. Construction services are defined in Public Contract Section 22002 as a “Public Project” to mean the construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair involving any publicly-owned, leased, or operated facility, including painting or repainting of such public facilities.

2.9.2. Marin County Code Chapter 2.16.020 designates the Department of Public Works to be headed by a Director of Public Works and will perform all duties customary for the position, as well as other duties as may be assigned by the Board of Supervisors. Customary duties include, but are not limited to, the oversight of all Public Works

projects as defined in Public Contract Code Section 22000-22003 (Uniform Public Construction Cost Accounting Act).

- 2.9.3. Acting as Road Commissioner, the Director of Public Works directs the construction and/or repairs of all County roads or bridges as prescribed in Public Contract Code Sections 20394-20409 and similar to County Public Works projects, allows use of a force account up to \$45,000 as prescribed in Public Contract Code Section 22032(a). The Purchasing Agent is authorized to award contracts or expenses estimated to exceed \$45,000.
- 2.9.4. The Director of Public Works directs construction for the Marin County Flood Control and Water Conservation District (MCFC&WCD) as prescribed in Public Contract Code Sections 21230-21231. Emergency work is authorized as in the best interest of the County, up to prescribed dollar thresholds.
- 2.9.5. Government Code Section 25501(c) authorizes the Purchasing Agent to contract for Public Works projects pursuant to Article 3.5 (commencing with Section 20120) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code. This applies to certain Public Works, flood control, road, and bridge projects as prescribed by requisite bidding dollar thresholds.
- 2.9.6. Pursuant to Marin County Code Chapter 2.18.010, the Board of Supervisors elected to become subject to the Uniform Public Construction Cost Accounting Act ("Act") as prescribed under Public Contract Code Section 22000. The Act provides an alternative method for bidding of Public Works projects. These projects do not include maintenance work, which in this policy is classified as General Services and is awarded by the Purchasing Agent.

Threshold for Purchasing Agent Approval: <\$45,000
(PCC 22032(a))

Threshold for Director of Public Works Approval: ≥\$45,000 - \$175,000

Board Adopted: 8/14/07

Threshold for Board Approval: ≥\$175,000

Board Adopted: 8/14/07

2.10. SB854: Public Work Reform

- 2.10.1 California law requires private contractors and companies to pay prevailing wages to their workers and requires following public work law when working on a project that is funded by a public entity. Public entities can be the County of Marin, a department or division of a department within the County or Special District.
- 2.10.2 Prevailing wages are due, in most instances, if the project/job costs more than \$1,000 (labor or labor & materials) and involves new construction, demolition, installation, painting, carpet laying, assembly of modular furniture, repair work or maintenance.
- 2.10.3 Increased responsibilities for vendors/contractors and awarding bodies.
- 2.10.4 Contact Purchasing for more information or visit: <http://dir.ca.gov>

SECTION 3 - TRANSACTIONS EXEMPT FROM PROCUREMENT POLICIES AND PROCEDURES

3.1. List of Transactions Generally Exempt

The following transactions generally require preparation of a requisition for tracking purchase

types, but are otherwise exempt from these procurement policies and procedures. A direct voucher or claim for payment will be used as applicable for payment processing:

- Utilities, where there is no reasonable basis for competitive procurement, for example, telephonic communications, electric power, water, solid waste and debris collection (unless in relation to a construction project) and sewage;
- Advertising
- Insurance
- Fees, taxes, etc.
- Board member fees
- Services provided directly to individual citizens, elected officials, and employees including reimbursements and other miscellaneous payments;
- Certain legal services, litigation-related legal expenses, investigators, services, experts, and materials required for confidential employment-related investigations;
- Materials or services required for confidential and secure investigations, apprehensions, and detentions of individuals suspected of or convicted of criminal offenses by law enforcement personnel;
- Grant awards or agreements that require certain firms or individuals to perform the work;
- Marketing of bonds and other forms of debt or debt management products, including, but not limited to, interest rate management agreements;
- Works of art for public places or other creative/artistic endeavors that require a particular and demonstrated skill or talent to include, but not limited to, artists, musicians, and writers;
- Transactions eligible for purchasing card procurement method such as dues, memberships, subscriptions, professional development training, and related expenses, i.e., approved travel, lodging, and meals, as well as books and periodicals;
- Purchases made from, or the disposition to, other federal, state, and local governments, associations, universities/colleges, and non-profit organizations when determined by the Purchasing Agent to be in the best interest of the County;
- Items for resale;
- Title insurance for real property and other related cost of real property acquisition that is not customarily subject to competitive procurement as determined by the Purchasing Agent;
- Pursuant to the State Elections Code, elections materials required to conduct elections;
- Print services that can be provided by the County Print Shop;
- Credit card payments;
- Refunds; and
- Postage costs.

SECTION 4 - PROCUREMENT ORGANIZATION

4.1. Establishment of Centralized Procurement Function

Under the direction of the Purchasing Agent, the County of Marin's procurement function is centralized for the purpose of developing policy recommendations for action by the Board of

Supervisors. In addition, this centralized authority establishes rules and regulations for administering procurement policies adopted by the Board of Supervisors and by statute, as well as procurement support services, training, certification, and oversight. Funding for the centralized procurement function shall be provided in the County budget through a departmental cost allocation.

4.2. Departmental Delegated Purchasing Authority

For organizational effectiveness and to ensure appropriate internal controls, the Purchasing Agent may establish a delegated Procurement Authority Training and Certification Program for County departments. This will enable certified department representatives to make purchases within the requirements of the prescribed procurement policies and procedures.

Department Delegated Purchasing Authority gives departments the authority and autonomy to conduct business as needed as long as there is compliance with policies and requirements stated herein. It does not preclude the quality control function of the County Purchasing Agent or their designees. Departmental Delegated Purchasing Authority is a privilege granted by the Purchasing Agent based upon standards set forth in Delegated Purchasing Authority eligibility requirements described under Policy Section 4.5.

Departments may opt out of the Departmental Delegated Purchasing Authority Program. However, all procurement transactions over \$5,000 for those departments will be handled through the Centralized Procurement Program in the Department of Public Works (Section 4.6).

4.3. County Agencies Exempt from Policies

The following agencies are affiliated with the County, but are separate legal entities and, as such, are exempt from these procurement policies:

- Schools;
- Housing Authority;
- LAFCO;
- Superior Court;
- Civil Grand Jury; and
- Community Service Areas/Districts not under the Board of Supervisors.

4.4. County Department Heads with Board of Supervisors' Delegated Authority

The following department heads have been delegated authority by the Board of Supervisors to make purchases on behalf of the County up to the dollar thresholds indicated for the referenced contract types:

- 4.4.1. Purchasing Agent – goods and general services;
- 4.4.2. Director of Public Works - all public projects as customary for the position; informal public project construction; contract award authority up to \$175,000 or subsequent limits as established under the Uniform Construction Cost Accounting Act); and
- 4.4.3. County Administrator: delegated professional service contracting up to \$50,000
- 4.4.4. All County Department heads - up to \$5,000 for goods and general services.

4.5. Delegated Purchasing Authority to Departments through the Purchasing Agent

- 4.5.1. All department heads, or their designee, shall attend an orientation session to become familiar with the Departmental Delegated Purchasing Authority Program and

recommend candidates to serve as their representatives.

4.5.2. Departmental Delegation of Authority Eligibility Requirements

4.5.2.1. Departments demonstrate commitment to adhering to County of Marin Procurement Policies and Procedures by:

- Completing the required Procurement Training Program;
- Signing an agreement form acknowledging receipt of the Procurement Policies and Procedures Manual, Procurement Policies and Procedures training, and commitment to attend periodic trainings as prescribed by the Purchasing Agent.

4.5.2.2. Dedicating staff whose job responsibilities routinely require initiating and completing procurement transactions, including the up-to-\$5,000 purchases that are delegated to Department Heads by the Board of Supervisors.

4.5.2.3. Ensuring Department representatives have completed the CAL-Card training.

4.5.2.4. Committing to not exercise delegated authority for certain types of purchases such as:

- Unbudgeted equipment;
- Goods and services on a master or multi-year contract;
- Goods and services on a blanket purchase order/term contract;
- Equipment for lease purchase;
- Cars, trucks, and vehicles;
- Reprographic Services:
- MERA Radio Equipment
- Computer equipment, supplies, or software; and
- Items otherwise not in compliance with the County's policies and procedures.

4.5.2.5. Financial System – Procurement Module Access

Only those individuals who have completed the required Procurement Training Program and/or maintained current Procurement Certification may be granted access to the financial system for processing procurement related transactions.

4.6. **County Agencies subject to Centralized Procurement**

County agencies not able to designate departmental delegated purchasing agents due to size and infrequent procurement needs shall work directly through the Purchasing Agent's designee and their purchasing staff to procure goods and general services. In addition, County agencies with resources to opt into departmental delegated authority, but choose to opt out may be subject to Centralized Procurement and reallocation of their resources to support opting out.

4.7. **Procurement Standards and Procurement Standards Committee**

4.7.1. A Procurement Standards Committee will be established to assist the Purchasing Agent in developing countywide standards for purchases required for the health, safety, or welfare of the people or employees of the County, or if significant cost

savings can be demonstrated.

- 4.7.2. The Purchasing Agent may establish standardized purchases of certain goods/commodities or services to establish or maintain uniformity in appearance and/or quality and/or achieve cost savings through volume purchasing.
- 4.7.3. Countywide restricted purchases include but are not limited to (as established by the Purchasing Agent) vehicles, copiers, computers, uniforms, moving services, office supplies, reprographic services, etc.
- 4.7.4. The Information Technology Department may review all technology-related procurements, bandwidth impacts, firewall modifications, interaction with other existing systems, security, servers, software development, and support services.

SECTION 5 - ETHICS

5.1. Policy

Public employment is a public trust. Public employees must perform their duties impartially to assure fair, competitive access to government procurement by responsible contractors. Moreover, they shall conduct themselves in such a manner as to foster public confidence in the integrity of the County procurement process. County employees shall not represent themselves to vendors, consultants or contractors as having authority to procure on behalf of the County when such authority has not been granted.

5.2. “Arm’s Length” Principle

All procurements must be “arm’s-length” transactions; meaning that the parties to a transaction have no conflict of interest in the transaction. Arm’s length transactions create an equitable agreement that will stand up to legal scrutiny.

5.3. General Standards of Ethical Conduct

Any attempt to realize personal gain through public employment by conduct inconsistent with the proper discharge of the employee’s duties is a breach of public trust.

To the extent that violations of the ethical standards of conduct constitute violations of the state of California Government Code, they may be punishable as provided therein. Such sanctions may be in addition to any other remedies that the County may pursue in its interest.

5.4. Conflict of Interest

The State of California Government Code addresses conflicts of interest as follows:

5.4.1. Section 87100:

“No public official at any level of state or local government shall make, participate in making, or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.”

5.4.2. Section 87103:

“A public official has a financial interest in a decision within the meaning of Section 87100 if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the official, a member of his or her immediate family, or on any of the following:

- (a) Any business entity in which the public official has a direct or indirect investment worth two thousand dollars (\$2,000) or more.

(b) Any real property in which the public official has a direct or indirect interest worth two thousand dollars (\$2,000) or more.

(c) Any source of income, except gifts or loans by a commercial lending institution made in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided or promised to, received by, the public official within 12 months prior to the time when the decision is made.

(d) Any business entity in which the public official is a director, officer, partner, trustee, employee, or holds any position of management.

(e) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars (\$250) or more in value provided to, received by, or promised to the public official within 12 months prior to the time when the decision is made. The amount of the value of gifts specified by this subdivision shall be adjusted biennially by the commission to equal the same amount determined by the commission pursuant to subdivision (f) of Section 89503.

For purposes of this section, indirect investment or interest means any investment or interest owned by the spouse or dependent child of a public official, by an agent on behalf of a public official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or greater.”

5.4.3. Section 1090:

(a): “Members of the Legislature, state, county, district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any board or body of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.”

5.4.4. As used in this Section, ‘district’ means any agency of the State formed pursuant to general law or special act, for the local performance of governmental or proprietary functions within limited boundaries.

5.4.5. Any employees who, in the course of their employment, make, or participate in the making of, decisions which may potentially have a material effect on a financial interest of the employees are deemed ‘designated employees’ and are required to complete a Statement of Economic Interests (Form 700) on an annual basis, when they assume employment with the County, and when they terminate employment with the County.

5.4.6. Upon discovery of an actual or potential conflict of interest, an employee shall promptly file a written statement of disqualification with the County Purchasing Agent or appropriate Deputy Purchasing Agent and shall withdraw from further participation in the transaction involved. The employee may, at the same time, request through this Department Head an advisory opinion from County Counsel as to what further participation, if any, the employee may have in the transaction.

5.4.7. Upon County Counsel approval, the County may request client lists, disclosure statements, or any other information it may require to determine if the proposer has a conflict of interest which:

5.4.7.1. May be detrimental to the County’s interest and, therefore, would cause the County not to enter into a contract; or

- 5.4.7.2. May arise during the performance of the required services and, therefore, would provide reason for termination with cause.

The County will be the sole judge in determining if such a conflict would preclude the County from entering into a contract or be reason for termination with cause.

By participating in any solicitation, bidders/proposers agree to furnish the required information as requested and accept the County's decision as final.

5.5. Restrictions on Employment of Present and Former Employees

No County official or employee shall engage in any business, transaction or activity, or have a financial interest which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties.

5.6. Use of Confidential Information

Confidential information is defined as that information which is available only because of one's status as a County employee. It shall be a breach of ethical standards for any employee or former employee to use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of another person.

5.7. Purchase of Surplus Materials and Equipment

For any employee who participates in the decision to put materials or equipment in surplus status, it may be a breach of ethical standards for that employee or any members of that employee's immediate family to offer to purchase the same through sealed bid, auction, or any other manner, or request that acquisition be made on his or her behalf by another person or persons.

5.8. Auction Techniques

It shall be a breach of ethical standards for any employee to engage in the practice of bid auctioneering, a technique whereby one vendor is given the price offered by another vendor and asked to submit a lower bid. Bids offered by vendors will not be revealed to anyone until such time as all bids become public information.

5.9. Purchases for Personal Use

It shall be a breach of ethical standards for County employees to use the County's procurement personnel or facilities for personal transactions unless such transactions can be shown to be in the County's best economic interest.

5.10. Equal Opportunity

County employees shall ensure that all vendors receive an equal opportunity to do business with the County. This opportunity will be provided without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, marital status or physical disability.

5.11. Fraud

Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Each member of the procurement team should be alert for any indication of irregularity in procurement activities obligating County funds or resources.

Any suspicion of purchasing fraud should be reported to the Purchasing Agent for a determination of merit and investigation if deemed necessary. If the Purchasing Agent or any of his/her designees is involved in the allegations of fraud, it should be reported to County Counsel.

SECTION 6 - SINGLE AND SOLE SOURCE PURCHASES and CONTRACTING

It is the policy of the County of Marin to solicit competitive bids and proposals for its procurement requirements to maximize the best value in expenditure of County funds. All single and sole source purchases may be subject to review and approval by the County Purchasing Agent. Single source procurement is one in which there is more than one source, but only one source is willing or due to County requirements, can meet the required need as specified. Sole source procurement may not be used unless there is clear and convincing evidence that only one source exists to fulfill the County's requirements, as deemed as such by the County Purchasing Agent.

6.1. Single Source

There may be more than one possible source, yet there is a strong compelling reason to only use one specific vendor. Examples of acceptable rationale for single sourcing could be: departmental standardization or vendor able to meet time constraints. (Note: Repeat business with a vendor is not justification for a single source.)

A contract type otherwise subject to competitive procurement may be awarded without competition (within the Purchasing Agent's approval limits). The Purchasing Agent is in agreement to the written justification, provided by the purchasing department, for single source procurement. This final determination may be communicated to the requesting department head.

6.2. Sole Source

Purchases are directed to one source because there is only one particular vendor able to fulfill the procurement need. This may be based upon a lack of competition, copyright or proprietary issues, or a supplier's unique capability.

The Purchasing Agent or his/her designee may conduct negotiations, as appropriate, as to price, delivery, and terms. The sole source designation may be tracked and remain effective for five (5) years unless the Purchasing Agent determines the classification is no longer warranted.

6.3. Single and Sole Source Monitoring

The Purchasing Agent may produce a countywide report of all single and sole source purchases on an annual basis.

SECTION 7 - EMERGENCY PURCHASES

7.1. Definition

Emergencies are defined as unforeseen circumstances in which an immediate purchase is necessary in order to avoid a substantial hazard to life, health or property, or a serious interruption of the operation of a County department or the operation of a County facility. Departments are encouraged to consult with Procurement Services prior to making an emergency purchase whenever possible. An Emergency Purchase Requisition must be submitted to Procurement Services as soon after the emergency as reasonably possible. Last minute or perceived urgent purchases resulting from a lack of planning and organization are NOT considered emergencies.

7.2. Authorization for Emergency Purchases

Pursuant to Marin County Code Section 3.08.030, emergency purchasing consists of a breakdown in machinery or services necessary to alleviate the emergency and may be made directly if the Purchasing Agent is not readily accessible. Such purchases and the facts

constituting the emergency shall be reported to the Purchasing Agent at the earliest opportunity.

SECTION 8 - GRANT FUNDED PURCHASES

8.1. Use of Grant Funds for Procurement of Goods and Services

The County of Marin is the recipient of various grant funds. Grant sources include private donations, and/or local, State, and federal funding streams. In some instances, the source of funds will dictate the procurement method. It is important to identify any special procurement requirements, including any County matching requirements or other commitments, with the County Administrator, before the grant application process, but not later than upon notification of grant award, consistent with Administrative Regulation No. 1.23.

8.2. Compliance with Grant Source Procurement Requirements

If special procurement requirements are prescribed by the grantor, notify the Purchasing Agent immediately to assure compliance with the grant requirements. The Board resolution accepting the grant must be forwarded to the Purchasing Agent as a part of the Board packet review and approval process.

8.2.1. California State grant requirements do not supersede Federal grant requirements. Procurement requirements from both the state grants and federal grants must be complied with.

8.2.2. Federal Grants

Office of Management and Budget (OMB) Circular A-133 Audits of States, Local Governments and Non-Profit Organizations, requires that all non-Federal entities shall follow Federal laws and implement regulations applicable to procurements, as noted in Federal agency implementation of the OMB Circular A-102 Grants and Cooperative Agreements With State and Local Governments - Common Rule and OMB Circular A-110 Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations. OMB Circular A-133 compliance supplement is issued annually by the OMB.

OMB Circular A-102:

<https://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a102/a102.pdf>

OMB Circular A-110. Please see No. 44:

https://www.whitehouse.gov/omb/circulars_a110/

SECTION 9 - COOPERATIVE PURCHASING

9.1. Authorization to Use Cooperative Purchasing

The Purchasing Agent may purchase supplies and general services without convening a competitive procurement process if such purchases are based upon an agreement or cooperative purchasing program entered into by any public or similar such agencies, regardless of whether the County is a named party to the agreement or an actual participant in such a program.

9.2. Requirements for Use of Cooperative Purchasing

If the underlying purchase was made using competitive negotiation or bidding procedures at least as restrictive as the County's, including the State contracts such as California Multiple Award Schedules (CMAS) and Department of General Services (DGS), the U.S. Communities Government Purchasing Alliance, National Joint Powers Alliance (NJPA), Western States

Contracting Alliance (WSCA), or any California County contract, as well as Federal General Service Agency Agreements (Schedules). This is providing that the Purchasing Agent determines that a “piggyback” purchase is in the County’s best interests.

In all such cases, the supplies or services purchased must be the same and be offered at the same price as the supplies and services subject to the agreement or program.

SECTION 10 - “PIGGYBACK CONTRACTING”

10.1. Authorization to Use “Piggyback Contracting”

The Purchasing Agent may arrange for the County to enter into purchase contracts with a vendor for the purchase of supplies or services, the pricing and terms of which have been previously established by another public agency, provided that the Purchasing Agent determines that a “piggyback” purchase is in the County’s best interests.

10.2. Requirements to Use “Piggyback Contracting”

The Purchasing Agent is required to determine and apply all of the following, prior to entering into the purchase:

- There are no local suppliers or contractors who could provide the product or services at competitive rates;
- A copy of the solicitation has been obtained from the originating agency and reviewed for compliance with the County’s Purchasing Ordinance;
- The specifications of the item or service required by the County are not materially different from those specified in the originating agency’s solicitation;
- The price of the purchase is lower than that estimated for the purchase if made directly by the County pursuant to its procurement requirements;
- The contract resulting from the original solicitation is current or the solicitation is within two (2) years from the date of the County’s purchase, or written justification is provided to support use of an older solicitation;
- No more than a ten percent (10%) variation is allowed for customizing the purchase or for desirable options. In addition, a cost of living adjustment (using San Francisco-Oakland-San Jose Consumer Price Index—All Urban Consumers) can be added for up to two (2) years; and
- The County enters into a separate contract with the vendor selected by the originating agency and incorporates by reference the original solicitation, terms, conditions, and prices.

SECTION 11 - PROCUREMENT METHODS AND DOLLAR THRESHOLDS

The procurement methods described below will result in the award of a contract either as a purchase order with or without a separate contract applicable for the type of contract as described under Section 11.3.

11.1. Determination of Procurement Methods and Dollar Thresholds

Unless otherwise defined by applicable laws, rules, regulations, or Board policy, the Purchasing Agent determines the procurement methods. Dollar thresholds for purchases are established by ordinance at the recommendation of the County Purchasing Agent or by statute.

11.2. Standard Procurement Methods

11.2.1. Purchasing Card (CAL-Card)

CAL-Cards are used to purchase low dollar value expenditures that otherwise do not warrant issuing purchase orders or contracts. The list of permitted purchases and prohibited purchases is further described under Policy Section 24.

Cal-Card purchases must be properly coded using National Institute for Governmental Purchasing (NIGP) codes in the financial system.

11.2.2. Informal Quotes

Small purchases under \$2,500 (total including taxes) only require proper use of the County Cal-Card or a requisition for issuance of a purchase order. However, application of prudent buying practices would include contacting at least two suppliers for a comparison of competitive prices.

11.2.3. Request for Quote

A Request for Quote is an informal tool used primarily by the Purchasing Agent to solicit quotations.

11.2.4. Invitation for Bid (IFB)

Pursuant to Marin County Code Chapter 3.08 the dollar thresholds for sealed competitive bids are established. Invitations for Bids are sealed competitive bidding documents used for procuring supplies, equipment, materials, and services for which clear specifications can be written and contract award generally is made to the lowest responsive and responsible bidder.

11.2.5. Request for Qualifications (RFQ)

Pursuant to Government Code Section 4525-27, a guide for selection of Construction-related professional service providers is provided. An RFQ is a process used to solicit qualified consultants for services requiring a qualifications standard such as architects. Fees are negotiated based upon market rates and reasonable for the required work.

11.2.6. Request for Proposal (RFP)

A document used to solicit general or professional services through a formal, competitive selection process. Fees or prices can be a factor in the evaluation process when using this procurement method for services other than construction-related professional services. For specific projects such as a clearly defined construction related project, a two-step procurement method can be used that consists of establishing a list of qualified firms and negotiating fees.

11.2.7. Request for Information (RFI)

Information requested from potential vendors to determine what products and services are potentially available in the marketplace to meet needed requirements. An RFI is not an invitation to bid, is not binding on either party and may or may not lead to an RFP or RFQ.

11.3. Procurement Dollar Thresholds

The Purchasing Agent shall recommend to the Board of Supervisors, the dollar thresholds for competitive procurement. The following table summarizes the dollar thresholds and approval authority for the various contract types that are effective as of the date of this Policy Manual. *Approval Level 2 in the table below represents the quality control function of Centralized Procurement for transactions requiring Board of Supervisors approval and may include purchase order approval to encumber funds on all transactions over \$5,000.

GENERAL SUMMARY OF DOLLAR THRESHOLDS AND APPROVAL AUTHORITY

CONTRACT TYPE	APPROVAL LEVEL 1	APPROVAL LEVEL 2*	APPROVAL LEVEL 3	THRESHOLD
Goods/ Commodities (including equipment, materials and supplies)	Department	n/a	n/a	<\$5,000
	Department	Purchasing Agent	n/a	>\$5,000- <100,000
	Department	Purchasing Agent	Board of Supervisors	≥\$100,000
General Services (trade services)	Department	n/a	n/a	<\$5,000
	Department	Purchasing Agent	n/a	>\$5,000- ≤100,000
	Department	Purchasing Agent	Board of Supervisors	>\$100,000

GENERAL SUMMARY OF DOLLAR THRESHOLDS AND APPROVAL AUTHORITY

CONTRACT TYPE	APPROVAL LEVEL 1	APPROVAL LEVEL 2*	APPROVAL LEVEL 3	THRESHOLD
Professional Services Contracts	Department	County Administrator/ Deputy Purchasing Agent	n/a	≤\$50,000
	Department	County Administrator/ Deputy Purchasing Agent	Board of Supervisors	>\$50,000
Other Services (MOUs, grant sub-recipients, and Community Services Contracts)	Department	Purchasing Agent	n/a	<\$50,000
	Department	Purchasing Agent or Deputy Purchasing Agent	Board of Supervisors	>\$50,000
Construction Uniform Public Construction Cost Accounting Act	Department	Purchasing	n/a	<\$45,000
	Department	Director of Public Works		≥\$45,000; <\$175,000
	Department	Director of Public Works	Board of Supervisors	≥\$175,000
Lease Purchases (Debt Financed)	Department	Director of Finance	Purchasing Agent/ Board of Supervisors	Pursuant to Contract Approval Thresholds
Lease Purchases (Operating)	Department	Purchasing Agent	Board of Supervisors	Pursuant to Contract Approval Thresholds

SECTION 12 - TERM LIMITS FOR CONTRACTS

12.1. Maximum Contract Term

Based upon the best practices prescribed by the Federal Acquisition Regulation (FAR) (Subpart 17.1), the Purchasing Agent will award Purchase Orders and Contracts for contract terms of up to three (3) years, with the option to extend two (2) one-year periods for a total maximum contract term of five (5) years. Contracts and lease agreements with longer terms must be approved by the Board of Supervisors.

Any purchase order or contract awarded under sole or single source policies shall be evaluated at least every five (5) years to justify continued classification of sole or single source status. The Purchasing Agent may terminate such contracts without disrupting operations prior to the end of their terms if the sole or single source contract has been in place for more than five (5) years and other sources are known to be available.

The duration of a service contract will depend upon the County's total anticipated need for the services, prevailing market conditions, contract start-up costs, and the County's best economic interest as determined by the Purchasing Agent. Contracts requiring a term greater than three years shall require Board of Supervisors approval for the initial contract term and each subsequent year in conjunction with or addition to budget appropriation. When processing contracts (including leases) in which the total contract value meets Board approval dollar threshold, the request for approval must identify whether or not the contract is a one-time only, single-year contract or a multi-year contract with the projected term.

12.2. Multi-Year Contracts

Projects requiring contracts of longer terms shall be classified as multi-year contracts and may be approved once by the Board of Supervisors, unless an amendment is necessary to change compensation and/or the scope of services.

12.3. Contract Amendments

Any amendment of contract initially processed as not requiring Board approval, but with the amendment meets the threshold amount for Board approval shall be subject to review and approval of the Purchasing Agent for further processing before seeking Board approval.

SECTION 13 - E-COMMERCE/E-PROCUREMENT

The Purchasing Agent or his/her designee shall be authorized to develop, implement, and facilitate procedures for the use of electronic records, electronic signatures, and security procedures for all other purposes and is to authorize methods, means, and standards for secure electronic procurement transactions for non-personnel expenditures of County funds.

SECTION 14 - PROCUREMENT PROTEST POLICY

All formal solicitation procurement transactions shall include the standard County language governing the protest process as further defined in the County Procurement Procedures. The determination of the Purchasing Agent shall be the final administrative authority available to firms seeking to do business with the County.

SECTION 15 - RIGHT TO INSPECT PUBLIC RECORDS

15.1. Inspection of Public Records Act

By law, under the Inspection of Public Records Act, every person has the right to inspect public records of the County of Marin. The Act also makes compliance with requests to inspect public records an integral part of the routine duties of the officers and employees of the County of Marin.

15.2. Requests to Inspect Public Records

Requests to inspect public records should be submitted in writing to Marin County Counsel. The written request must contain the name, address and telephone number of the person making the request. The request must describe the records sought in sufficient detail to enable the Purchasing Agent to identify and locate the requested records.

15.2.1. The Purchasing Agent must permit inspection immediately or as soon as practicable, but no later than fifteen (15) calendar days after the Purchasing Agent receives the inspection request. If inspection is not permitted within three (3) business days, the person making the request will receive a written response explaining when the records will be available for inspection or when the public body will respond to the request. If any of the records sought are not available for public inspection, the person making the request is entitled to a written response from the Purchasing Agent explaining the reasons inspection has been denied. The written denial shall be delivered or mailed within fifteen (15) calendar days after the Purchasing Agent received the request for inspection.

15.2.2. If a person requesting inspection would like a copy of a public record, a reasonable fee may be charged.

SECTION 16 - RISK MANAGEMENT POLICY

All procurement transactions shall be evaluated for risk in accordance with the standards set forth and distributed by the County's Risk Manager. All County staff routinely engaged in procurement may receive contract risk management training from the County's Risk Manager as part of the County's Delegated Authority Program. Exceptions to the County's standard risk management elements list below must be approved by the County's Risk Manager

16.1. Indemnification

The agreement of one party to assume financial responsibility for the liability of another party. The County's standard indemnification provisions transfer the risk associated with the contract to the Contractor. Therefore, all agreements must be reviewed by County Counsel to determine appropriate safeguards against loss arising from patent violations, copyright violations, unauthorized use of materials, wrongful acts, injuries to person or property, and other loss which may result from contractor performance.

16.2. Insurance

A contractual relationship where an insurance company agrees, for a premium paid, to reimburse the insured or other party for a loss to a specified subject caused by designated hazards or risks. Typical insurance coverage types include: general liability, business auto liability, workers' compensation, professional liability and other specialized coverage type such as Longshoreman, Builder's Risk, etc. The amount of the insurance will be based upon the insurance levels of coverage established by the County's Risk Manager and work being done with associated risks.

Insurance will be required where the County is at risk of a loss due to the nature of the work being performed on the County's behalf. All service contractors performing work on County property will provide evidence of insurance in the form of a certificate of insurance and required additional insured policy endorsements.

It is the responsibility of each department to review the County's Risk Management standards and apply the appropriate insurance provisions in each applicable contract and assure receipt of requisite evidence of insurance. If there are any questions as to the type or amount of coverage that should be required, departments are to seek advice from the County Risk Manager. If the risk associated with the nature of the work being performed warrants special insurance or an adjustment in coverage or amounts, then the County's Risk Manager may recommend appropriate insurance requirements.

16.3. Bid, Payment and Performance Bond

16.3.1. Bid Bond: Used in conjunction with the bidding process. The bond acts as a guarantee that, if awarded the contract based on the bid submitted, the Contractor will enter into a contract to perform the work at the price quoted. If the Contractor declines to enter into a contract to perform the work at the agreed-upon price, the bid bond will reimburse the County the difference between the defaulting Contractor's bid and the next lowest bid, up to the maximum amount covered under the bond.

16.3.2. Payment (Labor and Materials) Bond: Labor and materials payment bond is an agreement in which security is provided by a surety company to the County on behalf of a Contractor. Such bond guarantees the County that all bills for labor and materials contracted for and used by the Contractor will be paid by the surety if the Contractor defaults on such payments to its suppliers and subcontractors.

16.3.3. Performance Bond: A performance bond guarantees that the Contractor will perform the work in accordance with the contract and related documents, thus protecting the County from financial loss up to the maximum amount covered under the bond in the event the Contractor fails to fulfill its contractual obligations.

16.3.4. Bid, payment and performance bonds shall be required from vendors/contractors in those situations where they are required by statute or ordinance or when less than faithful performance of the contract would create considerable loss to the County. If not required by statute or ordinance, consideration shall be given to the impact of these requirements on local, small and disadvantaged businesses seeking to do business with the County.

It is the responsibility of each department to review the County's Risk Management standards and apply the appropriate bonding provisions in each applicable contract and assure receipt of requisite bonding documents. If there are any questions as to whether or not bonding should be required, departments are to seek advice from the County Risk Manager. If the risk associated with the nature of the work being performed warrants bonding for projects being bid, then the County's Risk Manager may require such bonding.

16.4. Liquidated Damages

Liquidated damage clauses may be included in service contracts when the County could suffer financial loss due to delays in performance. Consistent with legal requirements, the amount of damages listed in the contract must be "reasonable forecast" of the County's actual damages.

If the risk associated with the nature of the work being performed warrants liquidated damages, then the County's Risk Manager or County Counsel should be advised. If it is uncertain whether or not a liquidated damages clause should be required, departments are to seek advice from the County Risk Manager and or County Counsel.

SECTION 17 - DEBARMENT

17.1. Debarment by County of Marin

Any firm engaged in or prospective firm pursuing business with the County of Marin may be subject to debarment for violating the policies set forth in these policies and procedures. Specific acts that could lead to debarment include:

- Any business which falsely claims a preference under the Local Preference Policy shall be ineligible to bid on County purchases or contracts for a period of one year from the date of discovery of false certification.
- The offer of a gratuity to any employee of the County by a vendor or prospective vendor shall be cause for barring that vendor from bidding on any future County purchase or contract.

17.2. Debarment by the Federal Government or Other Agencies

Firms listed on the Federal Debarment List or that of other public agencies may be prohibited from doing business with the County of Marin. No firm on the Federal Debarment List is authorized to work on any project that is funded by the federal government.

SECTION 18 - LOCAL BUSINESS PREFERENCE

18.1. Definition

A local business is defined as a business that:

- Has its principal place of business in Marin; or
- Has a business license issued in Marin County for a period of six months prior to any claim of preference; or
- Maintains an office or other facility in Marin County in which not less than five persons are employed substantially full time.

In no case shall the total of all preferences for which a bid is eligible exceed fifteen percent.

18.2. Bidding Preference Percentage

Except when otherwise prohibited by State or federal statutes or regulations, whenever the County acquires services and/or supplies by purchase or contract, the Purchasing Agent shall evaluate the price or bid and award a five percent preference on the price submitted by a local business. (Marin County Code Chapter 3.10)

SECTION 19 - WORKFORCE DEVELOPMENT PREFERENCE

19.1. Bidding Preference Percentage

Pursuant to Marin County Code Section 2.50, there shall be a five percent bidding preference to contractors who certify that at least fifty percent of the workforce under the service contract will be Marin County residents.

In no case shall the total of all preferences for which a bid is eligible exceed fifteen percent.

SECTION 20 - RECYCLED PRODUCT PREFERENCE/ENVIRONMENTAL PURCHASING POLICY

20.1. Recycled Product Preference Percentage

Except when otherwise prohibited by State or federal statutes or regulations, whenever the County acquires services and/or supplies by purchase or contract, the Purchasing Agent, in evaluating the price or bid of recycled products shall award a fifteen percent preference on the price submitted involving recycled products. (Marin County Code Chapter 3.08)

20.2. Environmental Purchasing Content Requirement

Recycled product includes all materials, goods, and supplies for which no less than fifty percent of the total weight consists of secondary and post-consumer waste and not less than ten percent of its total weight consisting of post-consumer waste. A recycled product shall include any product which could have been disposed of as solid waste at the completion of its life cycle as a consumer item, but which otherwise is refurbished for reuse without substantial alteration of its form.

In no case shall the total of all preferences for which a bid is eligible exceed fifteen percent.

SECTION 21 - LIVING WAGE ORDINANCE

21.1. Compliance Requirements

Marin County Code Section 2.50 defines the County's Living Wage Ordinance, including applicability to employees, contracting for service with the County and any exceptions to the Living Wage Ordinance.

During the term of a service contract, the contractor and any subcontractor shall certify to the County and maintain documentation demonstrating that each employee employed any percentage of time on County-financed activities is:

- Being compensated at the living wage rate while working in connection with services provided pursuant to a service contracts exceeding \$25,000 in cumulative annual business with county department(s).
- For those employees being compensated at the lower rate with health benefits as specified in Section 2.50.050, documentation must be maintained demonstrating that each such employee was provided health benefits. Such documentation must be retained for at least two years following completion or termination of the contract. County representatives shall be permitted to review and make copies of such documentation at all reasonable times during performance or following completion or termination of the service contract.

21.2. Documentation of Compliance

Contractors shall furnish to the County for services rendered a certification(s), under penalty of perjury, that the contractor and any subcontractor is in full compliance with this County provision. The certification shall be substantially the following language: "I hereby certify, under penalty of perjury, under the laws of the State of California, that the services invoiced have been rendered and that the contractor and any subcontractor(s) are in full compliance with the provisions of the County of Marin "Living Wage Ordinance"."

Contractors and subcontractors must provide written notice to each covered employee who is engaged in work pursuant to a service contract. The notice shall specify the living wage rate, minimum health benefit, if applicable, and that an employee has grievance rights if

he/she believes his/her rights under this chapter are being violated. A copy of the notice must be made available to all covered employees, must be posted prominently in languages spoken by a large percentage of the workforce, and a copy must be submitted to the awarding agency.

SECTION 22 - NUCLEAR WEAPONS ORDINANCE

22.1. Legal Authority

The Marin County Nuclear Free Zone law, the provisions of which are carried out by the County Government's Peace Conversion Commission (The Commission), prohibits the County from making investments in, purchasing from, or in any way contracting with nuclear weapons contractors or their subsidiaries.

22.2. Definition

The Commission, using the procedures outlined in Marin County Code Sections 23.13.010 to 23.13.080, has determined corporations which are associated nuclear weapons contractors. The County, therefore, will only make investments in, purchase from, or in any way contract with such listed companies under circumstances where no reasonable alternative is available. If the County must do business with any of the listed companies (as may be updated from time to time), contact the Purchasing Agent for procedures to do so. For the current listing of Commission determined nuclear weapons contractors visit <http://www.marincounty.org/depts/bs/boards-and-commissions/commissions/PeaceConversion>.

22.3. Bid Document Language

All bid documents and contracts for services, as defined in Section 2.50.030(F), are to contain the following paragraph or substantially similar language: The contractor shall comply with any and all federal, state, and local laws (including, but not limited to, the County of Marin Nuclear Free Zone and Living Wage Ordinance) affecting the services provided by this contract.

SECTION 23 - SURPLUS PROPERTY DISPOSITION

23.1. Authority of the Purchasing Agent

Pursuant to Marin County Code Chapter 3.08.050, the Purchasing Agent may sell directly, lease, donate, or otherwise dispose of any fixed asset property belonging to the County determined to be no longer required for public use.

23.2. County Property Surplus

County property is deemed no longer required for public use when such property is transferred to the Purchasing Agent as surplus property and is not claimed by any other County department for use. Such property may be dedicated for reuse, sale, or lease.

23.3. County Property Disposition

- 23.3.1. In the event said County property is determined by the Purchasing Agent to be worth less than (\$10,000) ten thousand dollars and there is not market for it, the Purchasing Agent may direct donation
- 23.3.2. In the event said County property is determined by the Purchasing Agent to be worth equal or greater than (\$10,000) ten thousand dollars and there is not market for it, the Board of Supervisors may authorize the Purchasing Agent to donated said property.
- 23.3.3. Under no circumstances will the County sell any surplus items directly to an employee or relation to employee by blood, domestic partnership, or marriage.

23.3.4. Donations of property may be made in the following order of preference:

- To the State, another County, or to any city, school district, irrigation district, flood control district, County board of education or other special district within the County; and
- To nonprofit corporations that have been certified as such by the Commissioner or Internal Revenue and that have filed requests with the Purchasing Agent for surplus personal property.

23.4. Proceeds from the Sale or Lease of Surplus Property

Any proceeds from the sale or lease of surplus property shall be paid into the County treasury and deposited into the appropriate fund.

SECTION 24 - CAL-CARD (p-card) POLICIES

24.1. Purchasing Card Definition

The County participates in a credit card program for use by County departments and all special districts governed by the Marin County Board of Supervisors. A separate Policies and Procedures Manual has been developed by the Department of Finance and Department of Public Works to guide users of the CAL-Card program:

http://mine/mine/AC/Main/Docs/CAL_CardPPv50.pdf.

- The purpose of the CAL-Card procurement (P-Card) card program is to:
- Significantly reduce the costs associated with low dollar purchases;
- Significantly reduce the time involved in making low dollar purchases; and
- Significantly reduce the amount of paperwork needed to make low dollar purchases, requisitions and purchase orders processed.

24.2. County Staff Roles and Responsibilities

24.2.1. Purchasing Agent or Designee

The Purchasing Agent shall review policies and procedures for implementing the Cal-Card or successor credit card program of the County. The Purchasing Agent shall cause transactions to be reviewed for compliance with the County's Procurement Policies and Procedures and assist in determining spending limits for cardholders. In the event of a declared emergency by the Board of Supervisors, the Cal-Card transaction limits for all cardholders participating in the emergency may be increased up to \$25,000 per transaction with a \$100,000 total limit. Restrictions may be lifted to allow these cardholders the ability to make necessary purchases as required to continue operations under the oversight of the Emergency Operations Chief.

24.2.2. Cardholders

Cardholders may use the CAL-Card to purchase goods in person, by telephone, by Fax, by mail, or electronically over the internet. The CAL-Card may be used at any business establishment that accepts VISA credit card as a form of payment. The CAL-Card may be used to make low dollar purchases of items when no other advantage in price, terms, or delivery time can be gained by the Purchasing Agent's staff involvement.

Prohibited CAL-Card purchases include, but not limited to, the following transactions:

- Reprographic services
- Capital assets;
- Professional services;
- Wire transfer, money order;
- Direct marketing insurance services;
- Financial institutions: annual cash advance, automatic cash advance;
- Non-Financial institutions: foreign currency, money orders, traveler's check;
- Security brokers/dealers;
- Overpayments;
- Savings bonds;
- Timeshares;
- Betting, casino gaming chips, off-track betting;
- Political organizations;
- Religious organizations;
- Court costs, alimony, child support;
- Fines;
- Bail and bond payments;
- Tax payments;
- Government loan payments; and
- Other restrictions as defined in the procedures or determined by the Purchasing Agent.

24.2.3. Department Heads

Department heads are ultimately responsible for the proper use of CAL-Cards issued to employees and for ensuring compliance with the policies and procedures governing their use. Department heads will assume all financial responsibility for misuse of the CAL-Card.

PROCUREMENT MANUAL

Glossary of Procurement Related Terms

A/E (Architectural or Engineering) Professional Services: Services that require performance by a registered architect or engineer. Professional services of an architectural or engineering nature that are associated with research, planning, development, design construction, alteration or improvement of a public project as defined in the California Public Contract Code.

Advertise: To make a public announcement or legal notice of a forthcoming solicitation with the aim of increasing the response and enlarging the field of competition; often required by law or policy.

Agreement: An understanding, usually in writing, between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance rendered in accordance with the conditions of the agreement. *Agreements* and *contracts* are sometimes used synonymously.

Amendment:

1. An agreed addition to, deletion from, correction or modification of a document or contract.
 2. To revise or change an existing document; a formal revision, improvement or correction.
- An amendment also refers to a change order or modification for construction contracts.

Appropriation: Legislative authorization to expend public funds for a designated purpose that is often generally defined. Funds that have been set aside for a specific purpose as contained in the budget adopted and approved by the Board of Supervisors. (Note: An appropriation is not an exemption from procurement policies and procedures.)

Auction: A public sale in which property or items of merchandise are sold to the highest bidder. Many governments will auction off government property and may contract with a private auctioneering firm to handle the complete transaction including advertising, the sale and collection of funds, etc.

Award: The acceptance of a bid or proposal; the presentation of a purchase agreement or contract to a bidder or offer or.

Best Interest: A term which grants the chief procurement officer the discretion to take the most advantageous action on behalf of the entity they represent usually in the absence of law or regulation. (County Code 3.08.040 provides “at the discretion of the purchasing agent” to determine the best interest.)

Best Practice: A business process, activity or operation that is considered outstanding, innovative or exceptionally creative by a recognized peer group. It may be considered as a leading-edge activity that has been successfully adopted or implemented and has brought efficiency and effectiveness to an organization. It may result in improved productivity, quality, reduced costs and increased customer service.

Bid: A solicitation made to potential vendors/contractors requesting costs to provide supplies, equipment, materials and services. A bid may be classified as “formal” or “informal”. A bid is also a response submitted by a bidder to an invitation for bids (IFB) or to a multi-step bid. Sometimes the complete bid document may be referred to as “the bid”. See IFB definition. (Note: The response to a request for proposal (RFP) is called a proposal or offer. The response to an RFQ for professional services is a Statement of Qualifications.)

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount.

Bidders' List: A listing of names and addresses of vendors from whom bids, proposals or quotations can be solicited. The list is generally retained in a retrievable data base. Also known as a *Source List*.

Bid Opening: The official process in which sealed bids are opened, usually in the presence of one or more witnesses, at the time and place specified in the invitation for bid. The amount of each bid is recorded and bids are made available for public inspection. It may be open to the public. Note: Electronically submitted bids are automatically sealed until the bid date. A bid tabulation or bid summary is provided to all respondents within a reasonable time frame.

Bid Tabulation: A summary of all bids received based upon bid evaluation criteria such as price and other terms applicable to determining the best value or lowest responsive and responsible bid. It lists each bidder and their applicable bid information.

Bid Preference: Procurement laws mandating that bid prices for a preferred class of bidders be given special consideration when comparing their bid prices with those of other bidders not in the preferred class, i.e., local vendors may be given a bid preference over out-of-state vendors. See *Local and Local Preference; Recycled Procurement Preference and Workforce Development Preference*.

Bid Protest: A formal complaint made against the methods employed or decisions made by a procurement authority in the process leading to the award of a contract.

Blanket Purchase Order:

1. An agreement to purchase a given quantity of specific goods over a specified period of time, usually one year. This type of agreement will include an encumbrance of funds when established.
2. The contract generally establishes prices, terms, conditions, and the period covered, although no quantities are specified; shipments are to be. This type of agreement will not include an encumbrance of funds when established.

Blanket Purchase Agreement (BPA): A simplified procurement method of filling the anticipated repetitive needs for supplies or services through the award of competitive line item contracts or discounts off of a suppliers catalog usually through competition. BPA's are used to reduce administrative expenses resulting from small, repetitive requirements. A purchase order is issued when the user requires supplies or services included in the BPA or BPO.

Capital Asset: An asset with a life cycle of more than one year with a value of more than a certain prescribed limit set by accounting standards or by governmental policy.

Centralized Procurement: Centralized procurement is an expansion of the traditional role of purchasing to facilitate a more strategic management of all county-wide non-personnel expenditures for supplies and services; to assure that the County complies with statutes and policies that regulate the procurement function. The procurement function includes all aspects from sourcing to the surplus of commodities and services necessary to maintain the Marin County government.

Chief Procurement Officer: The County Purchasing Agent is appointed by the Board of Supervisors and represents the designated centralized procurement official for goods, general and professional (non-construction related) services.

The County Public Works Director represents the designated procurement official providing centralized oversight for construction services (public works) and construction related professional services.

The County Purchasing Agent or Director of Public Works, as authorized by the Board of Supervisors may appoint a Chief Procurement Officer as his/her designee to carry out centralized oversight responsibilities in developing and implementing County procurement policies and procedures; to establish a Centralized Procurement program with Delegated Purchasing Authority for decentralized transactions.

Code of Ethics: Written policies or guidelines which apply to the ethical behavior of members of an organization, business or public entity.

Commodity: Goods consisting of supplies, materials, and equipment.

Competitive Bidding: The process of inviting and obtaining bids from competing sources in response to advertised competitive specifications, by which an award is made to the lowest and best bidder meeting the specifications. The process contemplates giving potential bidders a reasonable opportunity to bid, and requires that all bidders be placed on the same plane of equality. Each bidder must bid on the same advertised specifications, terms, and conditions in all the items and parts of a contract. The purpose of competitive bidding is to stimulate competition, prevent favoritism, and secure the best goods and services at the lowest practicable price, for the benefit of the agency. Competitive bidding cannot occur where contract specifications, terms, or conditions prevent or unduly restrict competition, favor a particular supplier, or increase the cost of goods or services without providing a corresponding benefit to the agency.

Competitive Sealed Bidding/Proposals: Preferred method for acquiring goods, services, and construction for public use in which award is made to the lowest responsive and responsible bidder, based solely on the response to the criteria set forth in the IFB; does not include discussions or negotiations with bidders. Proposals are solicited through an RFP process that will set forth proposal evaluation criteria and selection process. The selection processes for proposals may include discussions/interviews and fee negotiation.

Confirming Purchase Order: A Confirming Purchase Order is a document issued after the purchase is made to restate the terms originally placed orally or by some other informal means.

Conflict of Interest: A clash between the public interest and the private pecuniary interest of the individual concerned. The term identifies those situations where contractors or public officials may obtain a benefit from a public contract. Conflicts of Interest may result in a breach of ethics or an ethical code. Actual or Perceived Conflict of Interest: Any action, decision or recommendation by an agent or public official acting in an official capacity, the effect of which could be to the private pecuniary benefit or detriment of the person or person's relative.

Construction: The process of utilizing labor to build, alter, repair, improve, or demolish any structure, building or public improvement; generally does not apply to routine maintenance, repair, or operation (MRO) of existing real property.

Consulting Services: Services of an advisory nature required to support policy development, decision-making, administration, or management of a business or public entity; generally

provided by individuals or organizations who possess specific knowledge, technical skills or unique abilities not usually available in-house or from within the entity.

Contract: A legally binding promise, enforceable by law; an agreement between parties with binding legal and moral force, usually exchanging goods or services for money or other considerations. The terms “contract” and “agreement” are synonymous. The term “contract” includes, but is not limited to, a purchase order, a contract for services, an addendum or change order, a letter agreement, or a memorandum of understanding. A contract may also include leases, revenue generating contracts and other forms of agreements as applicable to the County.

Contract Administrator: The staff person responsible for contract administration activities to assure full compliance with all of the terms and conditions contained within the contract document, including price. Term may include project manager, program manager and other designated staff.

Contract Award: A Contract Award is the final agreement on the terms and conditions of a contract between the County and Vendor/Contractor as authorized by the Board of Supervisors or its designee(s).

Contract Extension: A Contract Extension is an action to change and extend a contract termination date pursuant to a provision in the scope of work and upon written mutual agreement by both parties. Reasons for a contract extension include: an excusable delay, a contractor’s acceptable performance record, unused allocated funding, or agency need for continued service until a new contract is in place. Extension should be based on sound legal advice so as to avoid challenges by other interested vendors. A contract extension is not the same as a contract renewal.

Contract Renewal: A renewal clause allows an agreement to continue for a defined period if the existing agreement isn't renegotiated within a specified time measured from the expiration of the current contract. The term of renewal depends on the specific contract language, but such clauses generally provide that the contract shall be automatically renewed for the same period (or some lesser term) unless either party, at some stipulated and predetermined time (i.e., 60 days before expiration), gives notice to the other of its desire to end the agreement.

Cooperative Procurement (Purchasing):

1. The action taken when two or more entities combine their requirements to obtain advantages of volume purchases including administrative savings and other benefits.
2. A variety of arrangements whereby two or more public procurement units purchase from the same supplier or multiple suppliers using a single IFB or RFP.
3. Cooperative procurement efforts may result in contracts that other entities may “piggyback.”

Debarment: Vendors/contractors/consultants or other entities may be debarred from doing business with the County based upon direct debarment by the County (such as provided in Marin County Code 3.08.070 -offer of gratuities and Section 3.10.040 – false certification claim for bid preferences) or any other public agency and expressly the federal government and the State of California.

1. To prohibit a seller/contractor from bidding on future requirements for cause for a certain period of time.
2. A sanction brought against a seller whereby they may not engage in future procurement actions.

3. To exclude or shut out of future solicitations and contracting opportunities.

Delegated Purchaser: Authorized or appointed individuals, outside the purchasing department, are delegated authority under the entity's rules and procedures that allow them to make small dollar purchases on behalf of the agency.

Delegation of Authority: The conferring of actual authority by someone who has actual authority, to another person, in order to accomplish a task.

Departmental Delegated Purchasing Authority: Departmental Delegated Purchasing Authority (DDPA) is a privilege granted by the Purchasing Agent based upon standards set forth in Delegated Purchasing Authority eligibility requirements described under Policy Section 4.5.

Deputy Purchasing Agent: Marin County Code Chapter 2.08.051 authorizes the County Administrator to act as Deputy Purchasing Agent to enter into and execute on behalf of the County any contract for professional services up the amount prescribed under Government Code Section 25502.5, which relate to the purposes previously approved and budgeted by the Board of Supervisors, subject to ratification of such approval and execution by the Board of Supervisors. The County Administrator shall submit contracts executed under this section to the Board of Supervisors for ratification once each quarter of the fiscal year. This authority is limited to authority otherwise not legally required to be performed by the Board of Supervisors or any other County officer or employee.

Designee: A duly authorized representative.

Digital Signature: The ability to execute a signature via the Internet.

Disposition: Transferring, trading-in, selling, or destroying goods that are excess property, surplus property, or scrap.

Electronic Commerce (eCommerce): The integration of electronic data interchange, electronic funds transfer, and similar techniques into a comprehensive electronic-based system of procurement functions; could include the posting of IFB's and RFP's on electronic bulletin boards, the receipt of bids via electronic data interchange, notification of award by email, and payment via electronic funds transfer.

Emergency Purchase: A purchase made due to a sudden, unforeseen occurrence that poses a clear and imminent danger requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services. Usually, formal competitive bidding procedures are waived, but certain emergency services may employ use of pre-established pricing agreements.

Environmentally Preferable Purchasing: Environmentally Preferable Purchasing (EPP) is an attempt to address environmental challenges by taking advantage of government's vast purchasing power to create strong markets for environmentally friendly products and services. EPP is also known as *Green Purchasing*. Marin County Code Chapter 3.10 allows for preferences as factor in the award of contracts where duly defined recycled products are offered by a vendor.

eProcurement (Electronic Procurement): Conducting all or some of the procurement function over the Internet; i.e. buying from Staples or Grainger.

Equipment: Major items such as tools, equipment, furnishings and fixtures that are not expendable except through depreciation or wear and tear and which, although they may be fixed or positioned in prescribed places, do not lose their identity or become integral parts of other items or installations.

Ethics:

1. A principle of right or good conduct or a body of such principles.
2. A system of moral principles or values.
3. A code of conduct.
4. Prohibits breach of the public trust by any attempt to realize personal gain by a public employee through conduct inconsistent with the proper discharge of the employee's duties.

Fixed Asset: A Fixed Asset is a physical asset such as property, plant and/or equipment. Generally Fixed Asset purchases are items with a useful life expectancy of greater than one year and a cost \$5,000 and greater.

Force Account: Work performed on public projects using internal resources, including but not limited to labor, equipment, materials, supplies, and subcontracts of the public agency. Project costs for force account work include direct, indirect and overhead costs. A Project Cost Estimate must be completed at the start of the project and a Project Cost Summary must be completed to close-out the project and verify compliance with the Public Contract Code.

Formal Procurement: A formal procedure to solicit bids, proposals or statement of qualifications requiring a written document officially noticed to the public and distributed as widely as possible with specific instructions regarding due date and format for written responses; may include an evaluation and selection process.

General Services: Services ancillary to purchase of goods such as furniture and equipment installation; maintenance services for the upkeep of publicly owned or occupied property.

Goods: Same definition as commodity. Any and all consumable supplies, materials and tangible property acquired by the County other than services or real property.

Grant:

1. A transfer of Federal Government funds to state or local governments to support or stimulate programs authorized by federal or state laws, to accomplish objectives that are locally defined and managed under a broad federal or state program.
2. The furnishing of assistance by a jurisdiction whether financial or otherwise, to any person to support a program authorized by law; does not include an award whose primary purpose is to procure supplies, services or construction.

Gratuity: Something given voluntarily or beyond obligation usually for some service. Marin County Code Chapter 3.08.070 prohibits acceptance of a gratuity by any employee of the County from a vendor, or prospective vendor and shall be cause for removal or other disciplinary action.

Informal Bid/Proposal: A competitive bid, price quotation or proposal for supplies or services that is conveyed verbally, by a letter, fax, e-mail or other manner that does not require a formal sealed bid or proposal, public opening or other formalities.

Information Technology (IT): An all-encompassing term that refers to the devices used for creating, storing, using, or exchanging information, and to the design and practical application of the devices themselves. May refer to a group within the organization that is responsible for managing, evaluating and upgrading the various forms of technology the organization is using.

Invitation for Bid (IFB): All documents used to solicit competitive or multi-step sealed bids. A formal solicitation method where price is the determining factor after it has been determined the bidder offer meets the minimum specifications of the solicitation and the bid is both responsive and responsible.

Lease: A contract by which one party (lessee) enters into a contract with a second party (lessor) for possession and use of property (equipment) for a specified period of time at a predetermined cost. There are two primary lease categories: Operating and Financial. Major benefits of a lease are: Obsolescence can be minimized or eliminated; Avoidance of large capital outlays; Maintenance problems may be reduced; The Lessee's working capital is not consumed and may be utilized for other projects.

Lease-Purchase Agreement: A lease in which the lease payments are applied, in whole or in part, as installment payments for equity or ownership upon completion of the agreement.

Legal Notice: A public notice required by law, ordinance or executive order. Generally placed in a newspaper of general circulation or may be posted on a web-site, magazine or other media, depending on the specific legal requirements.

Lowest Responsive and Responsible Bidder: The bidder who fully complied with all of the bid requirements and whose past performance, reputation and financial capability is deemed acceptable and has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents.

Maintenance: The upkeep of property that neither adds to its permanent value nor prolongs its intended life appreciably, but instead keeps it in an efficient operating condition.

Material: A substance from which something is made or can be made such as building materials, paper, plastic, or other materials.

Memorandum of Understanding (MOU): A quasi-contract generally entered into between government agencies and private sector contractors who may be providing services to the government. It may also be entered into between inter/intra government agencies and details the essence of the agreement between the parties but lacks the enforceability of a contract.

Multiple Award Contracts: Contracts awarded to more than one supplier for comparable supplies and services. Awards are made for the same generic types of items at various prices. Usually the result of aggregated line item bids of similar product categories.

Multi-Year Contract: A procurement contract that extends for longer than one year.

Option to Renew: A contract provision that allows a party to reinstate the contract for an additional term, beyond that stated in the original contract, in accordance with contract terms.

Payment Bond: A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include: cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit. Payment bonds are also known as Labor and Materials Bonds.

Performance Bond: An instrument executed, subsequent to award, by a successful bidder that protects the public entity from loss due to the bidder's inability to complete the contract as agreed.

Piggyback (Piggyback Cooperatives): A form of intergovernmental cooperative purchasing in which an entity will be extended the pricing and terms of a contract entered into by a larger entity. Generally a larger entity will competitively award a contract that will include language allowing for other entities to utilize the contract which may be to their advantage in terms of

pricing, thereby gaining economies of scale that they normally would not receive if they competed on their own. Example: A smaller government agency has the ability to use its state issued contract to obtain goods and services which is also known as Riding a Contract.

Policy: A governing principle or plan which establishes the general parameters for the organization to follow in carrying out its long term goals.

Prevailing Wage Rate: The rate of wages, including fringe benefits, paid to a majority of the workers in a geographic area for the same type of work on similar projects as established by the California Department of Industrial Relations.

Procurement: Purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction; includes all functions that pertain to the acquisition, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration. The combined functions of purchasing, inventory control, traffic and transportation, receiving, inspection, storekeeping, salvage and disposal operations.

Procurement Card (pCard): A payment method whereby internal customers (requisitioners) are empowered to deal directly with suppliers for purchases using a credit card issued by a bank or major credit card provider. Generally a pre-established credit limit is established for each card issued. The County of Marin uses Cal-Card, issued by US Bank.

Procurement Methods: Methods by which goods, services, or material may be acquired by public purchasers. The methods may include blanket orders, emergency purchases, standing offers, purchase orders, transfers, competitive bidding, competitive negotiation, intergovernmental cooperative agreements, small purchase contracts, purchases via a credit card, etc.

Professional Services: Services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training, or direct assistance.

Protest: An oral or written objection by a potential interested party to a solicitation or award of a contract, with the intention of receiving a remedial result. Protests may be filed in accordance with agency policy and procedure within predetermined time lines.

Public Bid Opening: The process of opening and reading bids at the time and place specified in the solicitation and in the presence of anyone who wishes to attend. Electronic bid submittals are sealed until the deadline for submitting bids. In lieu of a public opening, bids are tabulated into a summary and electronically distributed to bidders and publicly made available on the County's website for transparency.

Public Notice: An announcement made by a public agency concerning a solicitation or other information of general public interest. Public notices are usually placed in a newspaper of general circulation, a web-site, circular, magazine or other vehicle of general publication.

Public Work: Construction, reconstruction, erection, alteration, renovation, demolition, and repair work paid for in whole or in part out of public funds. Construction may include pre-construction activities including, but not limited to, inspection and land surveying. (For comprehensive definition see Labor Code Section 1720-1743)

Public Works Contract: An agreement to perform a Public Work.

Purchase Order: A purchaser's written document to a vendor formalizing all the terms and conditions of a proposed transaction. It is a legal and binding contract. Marin County Code 3.08.20 requires a purchase order for all purchases, except where otherwise provided by law.

Purchase Requisition (PR): A document created by a requestor authorizing the commencement of a purchasing transaction. PRs typically will include a description of the need and other information that is relative to the transaction.

Purchasing Agent: The official appointed by the Board of Supervisors pursuant to statute to be in charge of procurement, is authorized to enter into contracts and is responsible for oversight of all associated procurement programs.

Purchasing Audit: A comprehensive, systematic, independent, and periodic examination of an organization's purchasing environment, objectives, strategies, and activities with a view toward identifying strengths and weaknesses, including a plan of action to improve purchasing performance.

Regulation: A statement by a governmental body to implement, interpret, or prescribe law or policy, or to describe organization, procedure, or practice, often promulgated in accordance with an administrative procedures act.

Request for Information (RFI): A non-binding method whereby a jurisdiction publishes via newspaper, internet, or direct mail its need for input from interested parties for an upcoming solicitation. A procurement practice used to obtain comments, feedback or reactions from potential suppliers (contractors) prior to the issuing of a solicitation. Generally price or cost is not required. Feedback may include best practices, industry standards, technology issues, etc.

Request for Proposal (RFP): The document used to solicit proposals from potential providers for goods and services (Offers). Price is usually not a primary evaluation factor.

Request for Qualifications (RFQ): Also, referred to as **RFQ**, it is a formal solicitation method which is limited for use in soliciting professional services and is required under California Government Code and Public Contract Code in the procurement of certain construction related professional services. A document also issued to obtain statements of the qualifications of potential development teams or individuals (i.e. consultants) to gauge potential competition in the marketplace, prior to issuing a Request for Proposals.

Request for Quotation: Generally used for small orders under a certain dollar threshold, such as \$1000.00. A request is sent to suppliers along with a description of the commodity or services needed and the supplier is asked to respond with price and other information by a pre-determined date. Evaluation and recommendation for award should be based on the quotation that best meets price, quality, delivery, service, past performance, and reliability.

Responsible Bidder: A vendor/contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required.

Scope of Work: A detailed, written description of the conceptual requirements for the project contained within a Request for Proposal. The scope of work should establish a clear understanding of what is required by the entity. It defines what will be done, how, by whom, and cost factors.

Sealed Bid: A formal submission from a bidder/vendor submitted in response to an invitation to bid (ITB). It is submitted in a sealed envelope to prevent its contents from being revealed before the time and date set for the bid opening.

Service/Services Contract:

1. An agreement calling for a contractor's time and effort.

2. The furnishing of labor, time, or effort by a contractor or vendor, which may involve to a lesser degree, the delivery or supply of products.

Single Sourcing: A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available. Also see *Sole Sourcing*.

Small Purchase/Procurement: Any procurement not exceeding a given upper monetary limit, as established by law, regulation, executive order, etc. Usually applies to purchases of small dollar amounts under a certain monetary threshold. Department Heads are authorized to make purchases up to \$5,000 (except for office furniture, printing services and computer equipment) per transaction without further authorizations from the Purchasing Agent or the Board of Supervisors.

Sole Sourcing: Selection of one particular supplier to the exclusion of all others. This decision may be based on lack of competition, proprietary technology, copyright or a supplier's unique capability. In government procurement, a sole source justification may be required from the requestor. Also see *Single Sourcing*.

Solicitation: An invitation for bids, a request for proposals, request for qualifications, telephone calls or any document used to obtain bids or proposals for the purpose of entering into a contract. Also see *Bid*.

Sourcing: Sourcing is the identification and selection of the supplier whose costs, qualities, technologies, timeliness, dependability, and service best meet the organization's needs.

Specification: A precise description of the physical or functional characteristics of a product, good or construction item; a description of goods and/or services; a description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list and samples.

Standardization: The adoption of a single product or group of products to be used by different organizations or all parts of one organization.

Standards (Standardization) Committee: Generally an internal committee consisting of cross-functional representation including procurement, users, and other internal stakeholders impacted by the decisions of the committee. Examples of key functions and activities may include:

- Developing standards through a simplification process for designated products and services;
- Establish specifications;
- Review items to determine which items should be incorporated into a standards program;
- Approving products for the Qualified Products List.

Statutes: The written laws approved by legislatures, parliaments or house of assembly.

Supplies: All tangible items purchased or consumed by an organization.

Surplus:

- Results in an overstock situation when the quantity of goods on hand exceeds the quantity of goods needed. The overstocked goods may be returned to the vendor, sold at auction or disposed of in a method acceptable to the entity.

- Refers to goods or materials that are obsolete or no longer needed by the agency and are designated for disposal.

Term Contract: A contract in which a source of supply is established for a specified period of time.

Transparency: In an ethical context, the idea that the more information disclosed about a business, financial or economic activity the better. Transparency improves ethical conduct. Maximum disclosure is for the betterment of the public and will help to discourage more regulation.

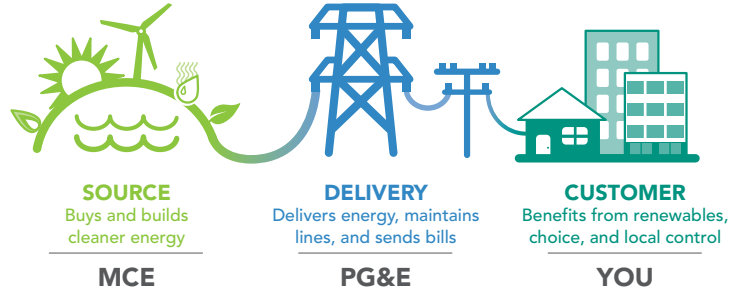
Waiver of Bids: A process, usually statutory, whereby a government purchasing office may procure items without formal bidding procedures because of unique circumstances related to that particular action. For example, bids are waived for emergency purchases that are needed, due to a threat to the public safety.



有關您的新電力服務的中文資訊，請致電1 (888) 632-3674。

For information in Mandarin about your new electricity service, please call 1 (888) 632-3674.

<ACCOUNT HOLDER NAME>
<ADDRESS 1>
<ADDRESS 2>
<CITY><STATE><ZIP>



<Drop Date, 2018>

More renewable electric service starts this April.

Welcome to MCE Contra Costa! Concord, Danville, Martinez, Moraga, Oakley, Pinole, Pittsburg, San Ramon, and unincorporated Contra Costa County voted to join MCE, a not-for-profit, community-owned agency that provides electricity from more renewable sources at stable, competitive rates.

ABOUT MCE

Formed by the public to provide more renewable power and reinvest funds into our local economies, MCE has served Bay Area electric customers since 2010. MCE currently serves 255,000 customers in the Contra Costa communities of El Cerrito, Lafayette, Richmond, San Pablo, and Walnut Creek, in addition to all of Marin and Napa Counties and the City of Benicia.

HOW MCE WORKS WITH PG&E

MCE determines your power source, called electric generation. PG&E continues to deliver the electricity, maintain power lines, provide repairs, and send your monthly bill, so you can enjoy the same reliable service you're used to.

YOUR SERVICE OPTIONS

MCE Light Green electric service will begin with your April PG&E billing cycle or you can choose one of the other service options below at any time.



MCE Light Green | 50% RENEWABLE

Take no action and you will start Light Green **50% renewable** and 69% carbon-free service in April.



MCE Deep Green | 100% RENEWABLE

All your electricity is pollution-free when you choose Deep Green **100% renewable** service. We invite you to enroll at: mceCleanEnergy.org/DG-enroll or call 1 (888) 632-3674. Please have your PG&E account number on hand.

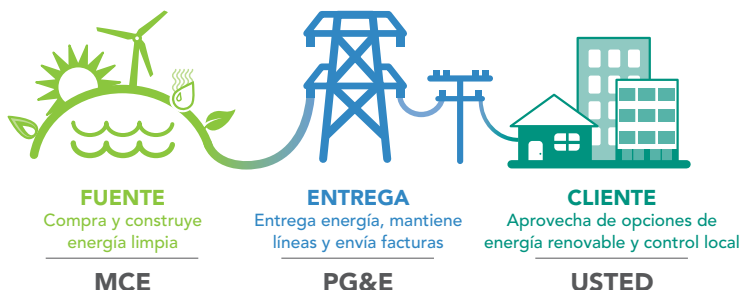


PG&E (Opt Out) | 33% RENEWABLE

You can choose to opt out and remain with PG&E's **33% renewable** service or one of their other options by visiting: mceCleanEnergy.org/opt-out or calling 1 (888) 632-3674. Please have your PG&E account number on hand.



<ACCOUNT HOLDER NAME>
 <ADDRESS 1>
 <ADDRESS 2>
 <CITY><STATE><ZIP>



<SPANISH Drop Date, 2018>

Su servicio eléctrico más renovable comienza en abril.

¡Bienvenido a MCE Contra Costa! Las municipalidades de Concord, Danville, Martinez, Moraga, Oakley, Pinole, Pittsburg, San Ramon y del condado de Contra Costa votaron para recibir servicio de MCE, una agencia comunitaria sin fines de lucro que genera electricidad de fuentes renovables con tarifas competitivas y estables.

ACERCA DE MCE

Formado por el público para ofrecer energía más renovable y reinvertir fondos en nuestras economías locales, MCE ha servido clientes de electricidad en la área de la bahía desde 2010. Actualmente, MCE sirve a 255.000 clientes en las comunidades de Benicia, El Cerrito, Lafayette, Richmond, San Pablo y Walnut Creek, además de los condados y ciudades dentro de Marin y Napa.

CÓMO FUNCIONA MCE CON PG&E

MCE determina la fuente de su energía, o su generación eléctrica. PG&E continúa entregándole su electricidad, enviando su factura mensual, manteniendo y reparando las líneas eléctricas. Así que usted pueda disfrutar del mismo servicio confiable al que está acostumbrado.

SUS OPCIONES DE SERVICIO

MCE Verde Claro comenzará con su ciclo de facturación de PG&E en abril. También puede elegir una de las otras opciones de servicio a continuación en cualquier momento.

50% **MCE Verde Claro | 50% RENEVABLE**
 No tienes que hacer nada para empezar a recibir Verde Claro, energía **50% renovable** y 69% libre de carbón, en abril.

100% **MCE Verde Fuerte | 100% RENEVABLE**
Toda su electricidad será libre de contaminación cuando eliges el servicio Verde Fuerte, **100% renovable**. Le invitamos a inscribirse en: es.mceCleanEnergy.org/DG-enroll o llame al 1 (888) 632-3674. Por favor tenga a mano su número de cuenta de PG&E.

33% **PG&E (Optar A No Participar) | 33% RENEVABLE**
 Si optas a no participar con MCE, regresarás al servicio de PG&E, energía **33% renovable**. También puedes elegir una de sus otras opciones visitando: es.mceCleanEnergy.org/opt-out o llamando al 1 (888) 632-3674. Por favor tenga a mano su número de cuenta de PG&E.

When will MCE service begin?

Your MCE 50% renewable energy service starts automatically with your PG&E billing cycle in April 2018 unless you choose one of the other service options described on the front of this letter.

How do MCE rates compare to PG&E's?

Typical customers currently pay slightly less for MCE's 50% renewable electricity compared to PG&E's 33% renewable electricity, with costs nearly identical. Part of MCE's mission is to provide stable and competitive rates. MCE has reduced rates the past two years in a row (by an average of 9% and 3.9%, respectively). MCE has limited rate changes to once annually and, as a local public agency, all changes are always discussed and reviewed at public meetings by MCE's Board of Directors, made up of locally elected officials representing each of the communities we serve. PG&E will implement new rates beginning March 1. MCE will review promptly and, if needed to continue providing competitive rates, may adjust its own rates. For rates and cost comparisons visit: mceCleanEnergy.org/rates

Discount programs such as CARE, FERA, are and Medical Baseline are unaffected by enrollment; these customers receive the same discount with MCE as they would with PG&E.

What are the benefits of being an MCE customer?

- ⚡ More Renewables.** More electricity will come from renewable, nonnuclear sources, such as solar, wind, bioenergy, hydroelectricity, and geothermal heat. As an MCE customer, you'll join us on a path toward a cleaner planet by reducing your electricity related carbon footprint.
- ⚡ Energy Choices.** Before MCE, only one electricity service was available to you, and most of it came from natural gas and nuclear sources. You can now choose from competitively priced energy options, which are detailed on the first page of this letter. Choice is power.
- ⚡ Simple Billing.** PG&E will still send your monthly bill, but instead of one fee that combines both your electric delivery fees and electric generation fees, your bill will show separate charges — one for PG&E electric **delivery** and one for MCE electric **generation**. MCE's generation charges will simply replace what PG&E would have charged you for generation.
- ⚡ Local Control.** Your community's values are represented by an elected official from your city, town, or county on MCE's Board of Directors. MCE member communities — **not** private shareholders — control their own energy choices, as well as their rates, policies, and programs.
- ⚡ Community Investment.** MCE does not use taxpayer dollars. We reinvest in the communities we serve by providing low and stable rates, fostering new local renewable projects, and expanding energy efficiency programs.

Am I required to use MCE as my electric provider?

No. The purpose of MCE is to give customers the ability to choose their source of electricity rather than having to rely on a single provider. MCE is required by law to provide you with electric service unless you opt out. However, we fully support your right to choose the option that is best for you and we're happy to honor your request. If you wish to opt out, please visit our website at mceCleanEnergy.org/opt-out or call us at 1 (888) 632-3674, and have your PG&E account number on hand.

Why am I enrolled in MCE if I don't opt out?

Community Choice Aggregation (CCA) programs, including MCE, are required by state law to be the primary electric generation provider in their service area, rather than investor-owned utilities like PG&E. As the primary provider, customers receive CCA service by default, but may opt out to receive service from their investor-owned utility.

How do I sign up for Deep Green service?

You can opt up to Deep Green 100% California renewable energy at any time online at mceCleanEnergy.org/DG-enroll or by phone at 1 (888) 632-3674. Please have your PG&E account number on hand.

How do I opt out of MCE?

Customers may opt out online at mceCleanEnergy.org/opt-out or by phone at 1 (888) 632-3674. Please have your PG&E account number on hand.

Opt Out Fees

You may request to opt out of MCE service at any time. There is no charge for opting out of MCE before or within the first 60 days of service. Your service is scheduled to start in April. If you request to opt out after 60 days of service with MCE, a one-time administrative fee of \$5 per residential account or \$25 per commercial account will be applied to your electric bill. You will also be subject to PG&E's terms and conditions of service, which will prohibit you from choosing to return to MCE for one year.

Is my home or business in MCE's service area?

MCE is the primary electric provider for these Contra Costa County communities: Concord, Danville, El Cerrito, Lafayette, Martinez, Moraga, Oakley, Pinole, Pittsburg, Richmond, San Pablo, San Ramon, Walnut Creek, and unincorporated areas of Contra Costa County. MCE also proudly serves all of Marin County, Napa County, and the City of Benicia in Solano County.

¿Cuándo comenzará el servicio de MCE?

Su servicio de energía 50% renovable comienza automáticamente con su ciclo de facturación de PG&E en abril de 2018, a menos que elija una de las otras opciones de servicio.

¿Cómo comparan las tarifas de MCE con los de PG&E?

Actualmente, clientes típicos pagan un poco menos por energía 50% renovable de MCE en comparación con la energía 33% renovable de PG&E. Los costos de estas opciones son casi idénticos. Parte de la misión de MCE es ofrecer tarifas estables y competitivas. MCE ha reducido sus tarifas los últimos dos años seguidos (un promedio de 9% y 3.9%, respectivamente). MCE solo cambia sus tarifas una vez al año y, dado que es una agencia pública, estos cambios se aprueban en reuniones públicas de la Junta Directiva de MCE. PG&E implementará sus nuevas tarifas a partir del 1 de marzo. Apenas un poco después, MCE revisará sus tarifas y, si es necesario para tener tarifas competitivas, las ajustarán. Para comparaciones de tarifas y costos, visite: es.mceCleanEnergy.org/rates

Si recibes un descuento como CARE, FERA, o la Asignación Básica por Razones Médicas, los seguirás recibiendo con MCE. Seguirás recibiendo el mismo descuento con MCE que con PG&E.

¿Cuáles son los beneficios de ser un cliente de MCE?

- ⚡ **Energía Más Renovable.** Más electricidad de fuentes renovables y no nucleares, como la energía del sol, el viento, el agua, la tierra o la bioenergía. Como cliente de MCE, reducirás su huella de carbón relacionada con la producción de su electricidad.
- ⚡ **Opciones de Energía.** Antes de MCE, usted tenía solo una opción de electricidad y la mayor parte de ese se generaba de gas natural y energía nuclear. Ahora puede elegir entre opciones de energía con precios competitivos, los cuales se detallan en la primera página de esta carta.
- ⚡ **Factura Simple.** PG&E seguirá enviándole su factura mensual. Pero ahora, en lugar de una sola tarifa que combina el costo de entrega eléctrica con la generación eléctrica, su factura mostrará dos cargos. Uno por la **entrega** eléctrica de PG&E y otra por la **generación** eléctrica de MCE. La generación de MCE simplemente reemplazan lo que PG&E le hubiera cobrado por esa generación.
- ⚡ **Control Local.** Los valores de su comunidad están representados por un electo de su comunidad, que forma parte de la Junta Directiva de MCE. Las comunidades de MCE, **no** accionistas privados, controlan sus propias elecciones de energía, así como sus tarifas, políticas y programas.
- ⚡ **Inversión Comunitaria.** MCE no usa impuestos. Invertimos en nuestras comunidades ofreciendo tarifas bajas y estables, fomentando nuevos proyectos locales y ampliando los programas de eficiencia energética.

¿Tengo que usar MCE como mi proveedor de electricidad?

No. El objetivo de MCE es darle la opción entre fuentes de electricidad en lugar de tener que depender de un solo proveedor. Por ley, MCE tiene que proporcione servicio eléctrico a menos que usted opte por no participar. Sin embargo, respetamos completamente su derecho a elegir la opción que mejor le sirve. Si desea a optar a no participar, visite es.mceCleanEnergy.org/opt-out o llame al 1 (888) 632-3674 (oprima 2 para español). Por favor tenga a mano su número de cuenta de PG&E a mano.

¿Por qué estoy inscrito en MCE si no me excluyo?

Los programas de Community Choice Aggregation (CCA), como MCE, son requeridos por ley de ser el proveedor principal de generación eléctrica en su área de servicio, en vez de servicios públicos propiedad de inversionistas como PG&E. Como proveedor principal, el CCA empieza a ser la opción estándar en estas comunidades, pero clientes siempre pueden optar a no participar si prefieren.

¿Cómo me registro para el servicio Verde Fuerte?

Usted puede elegir Verde Fuerte energía 100% renovable de California en cualquier momento en línea en es.mceCleanEnergy.org/DG-enroll o por teléfono al 1 (888) 632-3674. Por favor tenga a mano su número de cuenta de PG&E.

¿Cómo puedo optar a no participar con MCE?

Puedes optar a no participar en línea es.mceCleanEnergy.org/opt-out o por teléfono al 1 (888) 632-3674. Por favor tenga a mano su número de cuenta de PG&E.

Tarifa administrativa si opta a no participar

Puedes elegir a optar a no participar con MCE en cualquier momento. Si optas a no participar antes o dentro de los primeros 60 días de servicio de MCE, no hay una tarifa administrativa. Su servicio se anticipa comenzar en abril. Si optas a no participar después de 60 días de servicio con MCE, tendrás que pagar una tarifa administrativa única de \$5 para cuentas residenciales o \$25 para cuentas comerciales. También estará sujeto a los términos y condiciones de servicio de PG&E, que les prohíbe regresar a MCE por un año.

¿Mi casa o negocio está en el área de servicio de MCE?

MCE genera la electricidad para estas comunidades en el Condado de Contra Costa: Concord, Danville, El Cerrito, Lafayette, Martinez, Moraga, Oakley, Pinole, Pittsburg, Richmond, San Pablo, San Ramon, Walnut Creek y las áreas aledañas del condado. MCE también sirve a todo el condado de Marin, todo el condado de Napa y la ciudad de Benicia en el condado de Solano.

RATES

MCE electric generation rates are stable and cost-competitive. Financial assistance programs like CARE (California Alternate Rates for Energy), FERA (Family Electric Rate Assistance), and Medical Baseline Allowance remain the same for MCE customers. If you are enrolled in any of these programs with PG&E, you will continue to be enrolled if you choose MCE. Any changes to MCE rates will be adopted at duly noticed public MCE Board meetings. Changes to PG&E or MCE rates impact cost comparisons. PG&E charges MCE customers a monthly Power Charge Indifference Adjustment (PCIA) and Franchise Fee Surcharge. These fees are always included in cost comparisons. View MCE rates and PG&E cost comparisons at www.mceCleanEnergy.org/rates or call 1 (888) 632-3674 for more information. PG&E and MCE rates and cost comparisons may change over time.

BILLING

You will receive a single monthly bill from PG&E. The bill will include charges for PG&E electric delivery and MCE electric generation. MCE's electric generation charge will replace PG&E's electric generation charge. MCE's charge is not an extra fee. If you opt out of MCE, PG&E will resume charging you for electric generation.

ENROLLMENT

MCE, a not-for-profit, public agency, is now the primary electric generation provider in your community. California State Assembly Bill 117, passed and signed into law in 2002, requires that community choice programs like MCE operate as the primary electric generation service provider through an automatic enrollment process. Your account will be enrolled with MCE's Light Green 50% renewable energy service unless you choose to opt out. You may request to opt out at any time. You may also choose MCE's Deep Green 100% renewable energy. To opt out, or to sign up for Deep Green, call 1 (888) 632-3674 or visit www.mceCleanEnergy.org. Please have your PG&E account number on hand.

OPT OUT

You may request to opt out of MCE to buy PG&E's electric generation at any time by calling 1 (888) 632-3674 or by visiting www.mceCleanEnergy.org. Please have your PG&E account number on hand so that we may process your request. If you do not opt out within 60 days after MCE service starts, you will be subject to the payment of a one-time administrative fee (\$5 residential or \$25 commercial), will not have the option to return to MCE for one year, and will be subject to PG&E's terms and conditions of service. For information on PG&E's terms and conditions, visit www.mceCleanEnergy.org/opt-out-terms. You will not be charged an administrative fee if you opt out before MCE service starts, within the first 60 days after your enrollment with MCE, or if you cancel electric service. In order to switch electric generation service to PG&E before your next monthly billing cycle, your opt out request must be received five business days before the billing cycle start date. Your account will be transferred to PG&E on the first day of your billing cycle and cannot be transferred during a billing cycle. You will be charged for all electricity procured by MCE on your behalf prior to the cancellation or transfer of service to PG&E.

FAILURE TO PAY

MCE may transfer your account to PG&E upon 14 calendar days' written notice to you if you fail to pay your bill. If your service is transferred, you will be required to pay the administrative fee described above.

Based in San Rafael, MCE is governed by a Board of Directors of elected officials representing Marin County and all of the cities and towns within it, Napa County and all of the cities and towns within it, the Cities of Benicia, Concord, Danville, El Cerrito, Lafayette, Martinez, Moraga, Oakley, Pinole, Pittsburg, Richmond, San Pablo, San Ramon, Walnut Creek, and unincorporated Contra Costa County. We're committed to protecting customer privacy. Learn more at www.mceCleanEnergy.org/privacy.

STOP BY AND SAY, "HI!"

MCE COMMUNITY MEETING

Learn more about MCE's service options and have your questions answered at our upcoming community meeting.

Thursday, March 22 from 6 p.m. – 8 p.m.

Concord City Council Chamber, 1950 Parkside Dr, Concord, CA 94519

Please see the "Events" section for any scheduling changes at:
mceCleanEnergy.org/ContraCosta#Events

TÉRMINOS Y CONDICIONES DEL SERVICIO DE MCE

TARIFAS

Las tarifas de generación eléctrica de MCE son estables y competitivas. Programas de asistencia financiera como CARE (California Alternate Rates for Energy), FERA (Family Electric Rate Assistance) y la extensión de la tarifa básica por razones médicas (Medical Baseline) siguen iguales con MCE. Si usted ya está inscrito en estos programas con PG&E, usted estará inscrito automáticamente con MCE. Cualquier cambio de las tarifas de MCE será anunciado en las reuniones públicas de la Junta Directiva de MCE. Cambios de las tarifas afectarán las comparaciones de costos entre MCE y PG&E. A los clientes de MCE, PG&E cobra mensualmente el Power Charge Indifference Adjustment (PCIA) y un Recargo de Franquicia. Estas tarifas están siempre incluidas en nuestras comparaciones de costos. Usted puede ver estas comparaciones en es.mceCleanEnergy.org/rates. Llame al 1 (888) 632-3674 (oprima 2 para español) para más información. Estas tarifas y comparaciones de costos pueden cambiar con el tiempo.

FACTURACIÓN

Usted recibirá una factura mensual de PG&E, la cual incluye el costo de la entrega eléctrica de PG&E y de la generación eléctrica de MCE. El costo de generación eléctrica de MCE sustituye el costo de generación que PG&E le hubiera cobrado. Este cobro de MCE no duplica, sólo reemplaza. Si usted opte a no participar en la generación de MCE, PG&E reanudará el cobro por su generación eléctrica.

INSCRIPCIÓN

MCE es una agencia pública sin fines de lucro que ahora es el proveedor primario de generación eléctrica en su comunidad. La Ley 117 de la Asamblea Estatal de California (AB 117), aprobada y promulgada en 2002, establece que los programas de Community Choice Aggregation (CCA) como el de MCE, operan como el proveedor primario de servicios de generación eléctrica a través de un proceso de inscripción automática. A menos que usted opte a no participar, su cuenta estará inscrita en MCE Verde Claro, energía 50% renovable. Usted puede optar a no participar u optar por MCE Verde Fuerte, energía 100% renovable, en cualquier momento. Para optar a no participar o para inscribirse en Verde Fuerte, llame al 1 (888) 632-3674 (oprima 2 para español) o visite es.mcecleanenergy.org. Por favor tenga a mano la información de su cuenta de PG&E.

OPTAR A NO PARTICIPAR

Usted puede optar a no participar con MCE en cualquier momento llamando al 1 (888) 632-3674 (oprima 2 para español) o visitando es.mceCleanEnergy.org/opt-out. Asegúrese de tener a mano la información de su cuenta de PG&E para así procesar su solicitud. Si usted opte a no participar después de los primeros 60 días de servicio, usted tendrá que pagar una tarifa única administrativa de \$5 para su residencia o una tarifa de \$25 para su negocio. No tendrá la opción de volver al servicio de MCE por un año y estará sujeto a los términos y condiciones de servicio de PG&E. Para obtener información sobre los términos y condiciones de PG&E visite es.mceCleanEnergy.org/terms. No se le cobrará una tarifa administrativa si opta a no participar antes de iniciar el servicio de MCE, dentro de los primeros 60 días después de su inscripción con MCE o si cancela su servicio de electricidad. Para cambiar su servicio de generación eléctrica a PG&E antes de su próximo ciclo de facturación mensual, su solicitud de cancelación debe recibirse cinco días hábiles antes de la fecha de inicio de este ciclo. Su cuenta será transferida a PG&E en la fecha cuando se lea su medidor porque no se puede transferir durante el ciclo de facturación. Se le cobrará por la electricidad obtenida por MCE en su nombre antes de la cancelación o transferencia del servicio a PG&E.

FALTA DE PAGO

Si usted no ha pagado su factura eléctrica, MCE puede transferir su cuenta a PG&E 14 días después de haberle enviado una notificación por escrito. Al transferir su servicio, usted tendrá que pagar la tarifa única administrativa descrita anteriormente.

Basado en San Rafael, MCE es gobernado por una Junta Directiva de funcionarios electos representando el condado, las ciudades y pueblos de Marin y Napa, y las ciudades de Benicia, Concord, Danville, El Cerrito, Martinez, Moraga, Lafayette, Oakley, Pinole, Pittsburg, Richmond, San Pablo, San Ramon, Walnut Creek y las áreas aledañas del condado de Contra Costa. Estamos comprometidos a proteger la privacidad de nuestros clientes. Aprenda más en es.mceCleanEnergy.org/privacy.

¡VEN A VISITARNOS!

REUNIÓN COMUNITARIA DE MCE

Para aprender más sobre las opciones de electricidad que tendrás con MCE y preguntarnos sus inquietudes, le invitamos a nuestra próxima reunión comunitaria:

Jueves, 22 de marzo de 6 p.m. a 8 p.m.

Concejo Municipal de Concord, 1950 Parkside Dr, Concord, CA 94519

Para confirmar si han habido cambios a esta información, por favor consulte esta página web:
mcecleanenergy.org/ContraCosta#Events



MCE Contra Costa

CHOOSE FROM 33%, 50%, OR 100% RENEWABLE ENERGY

In April 2018, residents and businesses in Concord, Danville, Martinez, Moraga, Oakley, Pinole, Pittsburg, San Ramon, and unincorporated Contra Costa County will start their more renewable and locally controlled energy service with MCE at competitive rates compared to PG&E, or they can choose another service option.

How does MCE affect electricity services for Contra Costa residents and businesses?

Aside from having access to more renewable energy, not much will change. Residents and businesses can choose 50–100% renewable energy from a local public agency. MCE customers continue to enjoy the same reliable electricity service, with PG&E delivering power, maintaining the wires, and providing billing and gas services.

With MCE's Light Green service option, at least half of the electricity you purchase is generated by renewable resources. Residents and businesses may also opt up to MCE's Deep Green 100% renewable energy, or opt out and choose PG&E's 33% renewable energy.

rates the past two years in a row (by an average of 9% and 3.9%, respectively). MCE has limited rate changes to once annually and, as a local public agency, all changes are always discussed and reviewed at public meetings by MCE's Board of Directors, made up of locally elected officials representing each of the communities we serve. PG&E will implement new rates beginning March 1. MCE will review promptly and, if needed to continue providing competitive rates, will adjust its own rates. For rates and cost comparisons visit: mceCleanEnergy.org/rates

Discount programs such as CARE, FERA, are and Medical Baseline are unaffected by enrollment; these customers receive the same discount with MCE as they would with PG&E.

Are MCE's rates more stable than PG&E's?

Yes. While PG&E historically changes rates 3–5 times a year, MCE has never changed its rates more than once a year.

Do CARE, Medical Baseline, and other low-income assistance programs continue with MCE service?

Yes. Low-income assistance programs like CARE, FERA, and Medical Baseline are unaffected by MCE. Customers in these programs do not need to re-enroll nor take any further action.

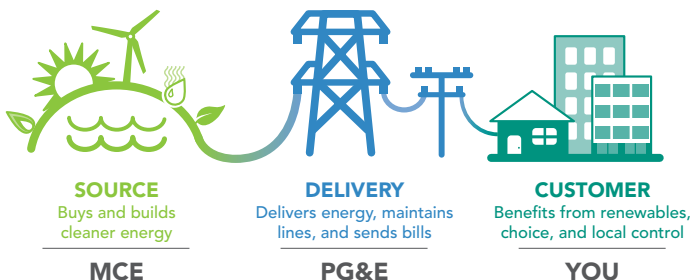
How do MCE rates compare to PG&E's?

Typical customers currently pay slightly less for MCE's 50% renewable electricity compared to PG&E's 33% renewable electricity, with costs nearly identical. Part of MCE's mission is to provide stable and competitive rates. MCE has reduced


Will my billing change?

No. PG&E will continue to send one monthly bill. Instead of one fee that combines charges for the delivery and generation of your electricity, the bill will show separate charges — one for electric delivery (provided by PG&E

HOW MCE WORKS



and highlighted below in blue) and one for electric generation (provided by MCE and highlighted below in green). MCE's generation rates simply replace the generation charges you currently pay to PG&E; they are not an additional charge.

 ENERGY STATEMENT www.pge.com/MyEnergy	Account No: 0123456789-0
	Statement Date: 06/28/2017
	Due Date: 07/19/2017
Service For:	
DEE P. GREENE 100 CLEAR VISTA DR. RICHMOND, CA 94804	
Questions about your bill?	
24 hours per day, 7 days per week Phone: 1-866-743-4335 www.pge.com/MyEnergy	
Your Account Summary	
Amount Due on Previous Statement	\$135.57
Payment(s) Received Since Last Statement	-135.57
Previous Unpaid Balance	\$0.00
Current PG&E Electric Delivery Charges	\$82.45
MCE Electric Generation Charges	38.08
Current Gas Charges	16.58
Total Amount Due by 07/19/2017	\$137.09

Is MCE's power supply more renewable than PG&E's?

Yes, considerably! MCE's power supply contains a higher portion of renewable resources like solar, wind, bioenergy, and geothermal. According to the most recent California Energy Commission Power Content Labels, MCE's Light Green service is 55% renewable compared to PG&E's 33% renewable service. MCE's Board has elected not to procure energy from nuclear sources.

Why am I enrolled in MCE if I don't opt out?

Local Community Choice Aggregation (CCA) programs, like MCE, are required by state law to be the primary electricity provider for the communities they serve, rather than existing investor-owned utilities like PG&E. For this reason, customers may opt out of MCE to purchase their electricity from PG&E's power supply.

Which communities does MCE serve?

MCE has been serving Bay Area electric customers since 2010. Today nearly 255,000 customers in Marin and Napa Counties, and the cities of Benicia, El Cerrito, Lafayette, Richmond, San Pablo, and Walnut Creek are buying more renewable energy from MCE. Concord, Danville, Martinez, Moraga, Oakley, Pinole, Pittsburg, San Ramon, and unincorporated Contra Costa County will also be enrolling with MCE in April.

What kind of organization is MCE and who controls it?

MCE is a local, not-for-profit, public agency directly controlled by its member communities — like Contra Costa County. Formed by the public to buy cleaner power and re-invest ratepayer dollars locally, MCE always prioritizes the interests of its customers. MCE's Board of Directors are democratically elected leaders

from each community MCE serves and are not paid for their role with MCE. In consultation with MCE's staff, the Board determines MCE's rates, policies and programs in meetings that are open to the public. The following elected leaders are MCE's newest Board members and represent the values of their respective communities: Mayor Edi Birsan (Concord), Supervisor Federal Glover (Contra Costa County), Councilmember Lisa Blackwell (Danville), Mayor Rob Schroder (Martinez), Mayor Dave Trotter (Moraga), Councilmember Sue Higgins (Oakley), Councilmember Maureen Toms (Pinole), Vice Mayor Peter Longmire (Pittsburg), and Councilmember Scott Perkins (San Ramon).

How is MCE funded?

Like PG&E, MCE is funded by electricity ratepayers through their monthly energy purchases. MCE is not funded by taxpayers. A cornerstone to MCE's mission is to redirect ratepayer dollars back to local economies, and reinvest in its communities by providing low, stable rates. MCE also supports local workforce development through renewable energy projects within its service area, and partnering with community-based organizations to help expand energy savings programs.

MCE has allocated \$155,000 for solar rebates to low-income customers. Over 7 million gallons of water have been saved through MCE's Energy Efficiency Program. And in California, MCE's new, renewable energy projects — such as a 10.5 megawatt solar project in Richmond — have supported over 2,800 jobs to date, including union jobs.

YOUR SERVICE OPTIONS

50%

MCE Light Green 50% RENEWABLE

Take no action and your electric service will be at least 50% renewable energy starting in April — Light Green is currently 55% renewable.

100%

MCE Deep Green 100% RENEWABLE

Eliminate your electricity-related carbon footprint by opting up to 100% California renewable energy.

33%

PG&E 33% RENEWABLE

You can choose to opt out and continue purchasing energy from PG&E.



MCE Contra Costa County Community Outreach Plan

November 2017 – August 2018



Dusk over Mount Diablo



Janet and Ramsey Thomas, Lafayette residents
and retired Acalanes High School teachers



Map of MCE Service Area

*Map is illustrative and not to scale

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Overview

This document serves as a roadmap for MCE's community outreach strategy for the electricity customers within the unincorporated and incorporated areas of Contra Costa County that voted to join MCE in 2017. The purpose of MCE's community outreach strategy is to reach as many of the Contra Costa County communities as possible, including a demographically and socio-economically diverse collection of neighborhoods, to ensure all electric customers will be equipped with the information necessary to make informed decisions about their electric service provider.

MCE will educate the general customer base including residential, commercial, industrial, and municipal account holders through communitywide outreach. MCE will also implement targeted outreach strategies to specific community groups (e.g. service clubs, nonprofits, chambers of commerce).

The MCE Contra Costa County Community Outreach Plan combines strategies used successfully for previous enrollments¹, recognizing the unique characteristics and different information channels of the communities, and provides an overview of the direct mail and advertising plan, meeting, event and presentation venues, and other strategies to facilitate community understanding of MCE and the new electricity options.

Introduction to MCE Contra Costa County

MCE first began serving Contra Costa in 2013, when the City of Richmond voted to join. In 2015, the neighboring cities of El Cerrito and San Pablo voted to join. Then, in 2016 the cities of Lafayette and Walnut Creek voted to join, making them the first cities outside of District One (West Contra Costa County) to have Community Choice Aggregation (CCA) service.

Unincorporated Contra Costa County and the 14 cities without CCA service began investigating their options in 2015. The County authorized staff to conduct outreach and explore the formation of a separate CCA. Staff began outreach by hosting three community workshops in Hercules, Brentwood, and Walnut Creek in late 2015. In March 2016, the Contra Costa Board of Supervisors voted to work with interested incorporated areas to obtain electrical load data from PG&E in order to conduct a technical study to consider their different Community Choice options. This technical study weighed the risks and opportunities to join MCE, join Alameda County's forming CCA called East Bay Community Energy (EBCE), or to start a new Contra Costa CCA program. Incorporated Contra Costa communities also began discussing their CCA options,

¹ Marin County 2010-12; Richmond 2013; unincorporated Napa County, Benicia, El Cerrito, and San Pablo 2015; incorporated Napa County municipalities, Lafayette and Walnut Creek 2016

requesting presentations, convening subcommittees, and even forming citizen advisory committees to explore their options.

In 2017, the Town Council of Moraga was the first Contra Costa community to vote to join MCE, on April 26th. Then, on May 2nd the Contra Costa Board of Supervisors and the Town Council of Danville voted to join MCE. The Oakley City Council voted on May 9th, Pittsburg City Council voted on May 15th, Pinole City Council voted on June 6th, Concord City Council on May 23rd, Martinez City Council on June 7th and San Ramon City Council voted on June 26th.

These votes authorized the completion of MCE's membership application, which includes a resolution, memorandum of understanding, and an ordinance requesting to join. MCE's Board of Directors reviewed the membership applications of these nine interested jurisdictions on June 20, 2017 and voted to extend membership to all applicants.

MCE offers residents and businesses in these communities a choice of affordable, renewable energy in competition, but also in partnership, with PG&E. For customers who choose MCE, PG&E continues to provide electric delivery service including operating power lines, reading meters, issuing monthly bills and providing the same maintenance and repair services it always has – at the same rates. MCE provides the electric generation service, determining the sources of power, and replacing what PG&E would otherwise charge for electric generation.

As a not-for-profit, public electricity provider, governed by a board of elected officials, MCE gives Contra Costa communities more local control as to how and where their ratepayer dollars are spent. MCE's priorities include reinvesting revenues toward 1) reducing energy-related greenhouse gas emissions; 2) supporting local energy efficiency and renewable generation projects; and 3) offering competitive rates while ensuring fiscal responsibility to customers and the Board of Directors through adherence to a robust reserve policy.

Enrollment & Service Options

Residents and businesses in the jurisdictions within these areas of Contra Costa County will soon have three MCE choices for their electricity supply: MCE Light Green 50% renewable; MCE Deep Green 100% renewable; or MCE Local Sol 100% local solar. Customers can also choose to opt out and keep PG&E's 33%² renewable generation service or one of their other options, such as their 100% solar option.³

² As reported in the Annual Report to the California Energy Commission Power Source Disclosure Program in June 2016 (www.energy.ca.gov/sb1305/labels)

³ Visit www.pge.com to learn more about other PG&E service options

Because California State law (Assembly Bill 117, 2002) requires CCA programs like MCE to become the default provider of electric generation service, customers will be automatically enrolled with MCE unless they choose to opt out and continue purchasing PG&E's energy supply. MCE's outreach strategy focuses on providing customers with information about their electric service options to ensure that customers are choosing the electric service that's right for them.

Light Green is MCE's default service for automatic enrollment. If customers take no action, they will automatically jump from 33% to a minimum of 50% renewable energy at the start of their April 2018 billing period, which varies by customer. Customers may request to opt out of MCE service at any time after their first mailer arrives, in February 2018.

Customers may also request to enroll in MCE's Deep Green 100% renewable energy service starting in January of 2018. Requests to enroll early in MCE's Local Sol, 100% local solar option for residential and small commercial customers will also be accepted.

Customers with rooftop solar are also eligible for early enrollment in either Light Green, Deep Green, or Local Sol beginning in January 2018 to better align with their true-up bill. When customers participating in Net Energy Metering (NEM) are enrolled in MCE's service, PG&E will automatically bill the customer for their owed charges. This may result in some customers paying a large bill. To avoid confusion with this process these customers may opt into MCE early, or wait to enroll in MCE to better align with their true-up date. MCE's account services team can process these requests via info@mcecleanenergy.org.

There is no fee for customers who opt out before MCE service starts or within the first 60 days of service. Customers who opt out after 60 days of service with MCE will be subject to a one-time \$5 (residential) or \$25 (commercial) administrative fee. Customers will also be subject to PG&E's terms and conditions of service and will not be able to return to MCE service for 1 year.⁴

MCE Customer Service

MCE provides customer service via telephone, email, letter and in-office meetings. MCE currently has a single office location, in the City of San Rafael. Arrangements are being made to have a secondary location in Contra Costa County, in the City of Concord.

1 (888) 632-3674

info@mceCleanEnergy.org

1125 Tamalpais Avenue
San Rafael, CA 94901

⁴More information on PG&E's terms of service can be found here: www.mcecleanenergy.org/terms

The call center is dedicated to assisting customers with questions and processing opt outs and Deep Green enrollments. To process opt out and Deep Green requests call center representatives are available 24 hours a day, 7 days a week. The start of 24/7 call center hours coincides with the mailing of the first notices and ends 60 days after MCE service begins. Regular call center hours, for all other inquiries, are Monday-Friday, 7 A.M. to 7 P.M. Translation services for more than 240 languages are also available to non-English and non-Spanish speaking callers. A list of available translations services – including Mandarin, Cantonese, Tagalog, and Hindi – is included at the end of this document.

The info@mceCleanEnergy.org email address is monitored and maintained by MCE senior account management staff. Customers may request to opt out via the info@mceCleanEnergy.org email by sending the first six digits of their PG&E account number, the account holder's name, and service address.

MCE can also provide in-office support at a central location chosen by city or town staff after the first enrollment notices are delivered, in order to respond to any public inquiries relating to enrollment and/or opting out. Traditionally, this has been a temporary desk space in City or Town offices. For a list of dates that MCE will be available on-site in city or town offices, visit www.mceCleanEnergy.org/meetings. During these days, MCE staff can provide trainings to public-facing local government staff, provide answers to commonly asked questions and provide the protocol for escalating a concern to the call center. Part of this training will include providing a short "MCE Basics" document as well as a longer, more thorough "MCE Primer." These documents can be used as reference material if ever a member of the public brings their questions to their local government offices. If additional MCE presence is requested by staff, MCE staff will include additional in-person locations on the second mailed notice.

For customers who prefer to speak to a representative in person, MCE's San Rafael office customer service hours are Monday – Friday from 9 A.M. to 4 P.M. Once a Contra Costa location is arranged, this location will also be available for walk-ins.

Community Leader Advisory Group

Local input is central to MCE's mission, so forming a volunteer Community Leader Advisory Group (CLAG) to guide outreach efforts is a priority. MCE proposes that the CLAGs be composed of various community representatives with diverse perspectives. Examples include people from industry and business associations, sustainability, English as a Second Language (ESL), or senior-focused community organizations and local government officials or staff from each of the participating jurisdictions. MCE will also ensure that invited CLAG participants include community members who are not necessarily enthusiastic about enrollment with MCE, as well as those who are supportive, and/or undecided. Participants are invited based on consultations with city staff and council. Specific duties of the CLAG are listed below.

- **Meet to advise on outreach.** This group will provide valuable insight to MCE helping to determine strategies for public engagement, outreach opportunities, and venues for reaching a broad cross-section of Contra Costa County.
- **Recommend ad venues** including specific community publications, unique outdoor advertising venues – such as recycling trucks – or radio and print advertisements. These will be shared with MCE’s Marketing team for necessary budget allocation planning.
- **Help MCE disseminate information** about services and the enrollment process by posting directly on social media and/or responding to posts that contain misinformation about MCE (particularly on Nextdoor and Facebook).
- **Help organize and promote at least three MCE-hosted town hall-style meetings, preferably before April.** These meetings will provide an additional venue to provide residents and businesses with information and answer questions about the new energy choices available. CLAG participants can help organize and promote attendance at these meetings. These meetings have been more effective if invited to share in a pre-established venue with hosts who are visible in the community. To that end, a CLAG participant could invite MCE to give a presentation to groups in their networks, such as groups of businesses they know, or at their places of worship.
- **Provide feedback throughout the outreach process.** The second CLAG meeting will be conducted for the purposes of participants providing MCE with feedback on how the outreach has been conducted up to that point. This may include feedback on where ads are located, how information about MCE is being distributed, events, and other components. CLAG participants can provide feedback to improve MCE’s outreach strategy during the second half of the enrollment period.

Communitywide Outreach Strategies

Mailed Enrollment Notices

Enrollment notices will be sent to every electricity customer in Concord, Danville, Martinez, Moraga, Oakley, Pinole, Pittsburg, San Ramon, and unincorporated Contra Costa County. This is required by California law, which requires that four such notices be sent.

The notices, mailed in English and Spanish, will inform customers of the April 2018 enrollment, along with MCE’s Terms & Conditions of Service, with instructions on how to opt out if they’d like to keep PG&E’s electric generation supply. The notices will also include a referral to the website, which is also available in Spanish.

Two notices will be mailed before enrollment and two will be mailed after service starts.

The first and second notices will be sent within 60 days prior to the start of service, depending on the date of MCE service start (e.g. some start first week of April and others the second, third or fourth week of April, depending on the start of their billing period). The third and fourth notices will be sent within 60 days after starting service. If a customer opts out, they will not receive additional enrollment notices.

Draft Enrollment Notice Schedule:

Notice 1 (mailed letter in envelope)

- February to March, staggered by meter read dates

Notice 2 (tri-fold direct mail piece; NEM customers receive mailed letter in envelope)

- March to April – staggered by meter read date

APRIL ENROLLMENT

Notice 3 (postcard)

- April to May – staggered by meter read date

Notice 4 (postcard)

- May to June – staggered by meter read date

MCE Contra Costa County Webpage

MCE has created a webpage dedicated to the enrollment of the nine Contra Costa communities joining MCE in 2018: www.mcecleanenergy.org/ContraCosta This URL will be present on customer outreach materials. The webpage includes the enrollment timeline, information on the electricity choices available to customers including the choice to opt out, cost comparisons, frequently asked questions and a calendar of community events where MCE will be present.

Advertising Strategy

Digital Advertising

- Geographically targeted online advertising
- Social media posts (e.g., Facebook, Twitter, Nextdoor)
- Search ads

TV & Radio Advertising

- On air and streaming Comcast ads
- Streaming radio (e.g., Spotify)

Print Advertising

- East Bay Times
- Martinez Gazette
- Richmond Pulse (bilingual Spanish publication)

- Local newspapers

Out-of-Home Advertising

- BART station ads

Targeted Outreach Strategies

MCE recognizes that community borders are porous and community affiliations are not always easily defined. In order to maximize enrollment outreach, a number of strategies will be used to reach different stakeholder groups, generally outlined below. For communities that have specific events, requests, or cultural sensitivities, please see pages 17 through 37 for a more detailed breakdown of this general outreach. There are currently approximately 237,324 eligible electric accounts in Contra Costa County. Of those, roughly 217,142 (91.49%) are residential accounts and 17,947 (7.56%) are commercial accounts.

MCE will contact **community based organizations** to offer a presentation (at a meeting or community event), to provide information for newsletters or websites, and/or to partner in any other way to inform their audience about MCE's service.

MCE will work with municipal staff to contact **City Commissions, Boards, and local school districts** to offer a presentation (at a meeting or community event), to provide information for newsletters or websites, and/or to partner in any other way to inform their audience about MCE's service.

Commercial and industrial customers consume the majority of electricity in Contra Costa County. Commercial customers also have the greatest potential for build out of solar, electric vehicle, or storage infrastructure. There are 145 accounts that use over 140,000 kWh annually. Consequently, they have the opportunity to reduce the largest portions of energy-related greenhouse gas emissions. MCE will contact organizations that work with Contra Costa County businesses to offer a presentation (at a meeting or community event), to provide information for newsletters or websites, and/or to partner in any other way to inform their audience about MCE's coming service. This includes the Industrial Association for Contra Costa County and the City-County Engineering Association.

MCE will reach out to the largest employers in Contra Costa County, including the following:⁵

⁵ State of California Employment Development Department. "Major Employers in Contra Costa County," June 24th 2017. www.labormarketinfo.edd.ca.gov/majorer/countymajorer.asp?CountyCode=000013; This list of major

AAA Northern CA, Nevada & Utah	Contra Costa Center	Automobile Clubs
Bay Alarm Co	Concord	Burglar Alarm Systems (whls)
BAY Area Rapid Transit	Richmond	Transit Lines
Broadspectrum Americas	Richmond	Oil Refiners (mfrs)
Chevron Corp	San Ramon	Oil Refiners (mfrs)
Chevron Global Downstream LLC	San Ramon	Petroleum Products (whls)
Chevron Richmond Refinery	Richmond	Oil Refiners (mfrs)
Contra Costa Regional Med Centr	Martinez	Hospitals
U.S. Department of Veterans Affairs	Martinez	Clinics
John Muir Health	Concord	Hospitals
Kaiser Permanente Martinez Med	Martinez	Clinics
Kaiser Permanente Walnut Creek	Walnut Creek	Hospitals
La Raza Mkt	Richmond	Grocers-Retail
Robert Half Intl	San Ramon	Employment Agencies & Opportunities
Santa Fe Pacific Pipe Lines	Richmond	Pipe Line Companies
St Mary's College Of Ca	Moraga	Schools-Universities & Colleges Academic
Tesoro Golden Eagle Refinery	Pacheco	Oil Refiners (mfrs)
USS-POSCO Industries	Pittsburg	Steel Mills (mfrs)

Special Populations

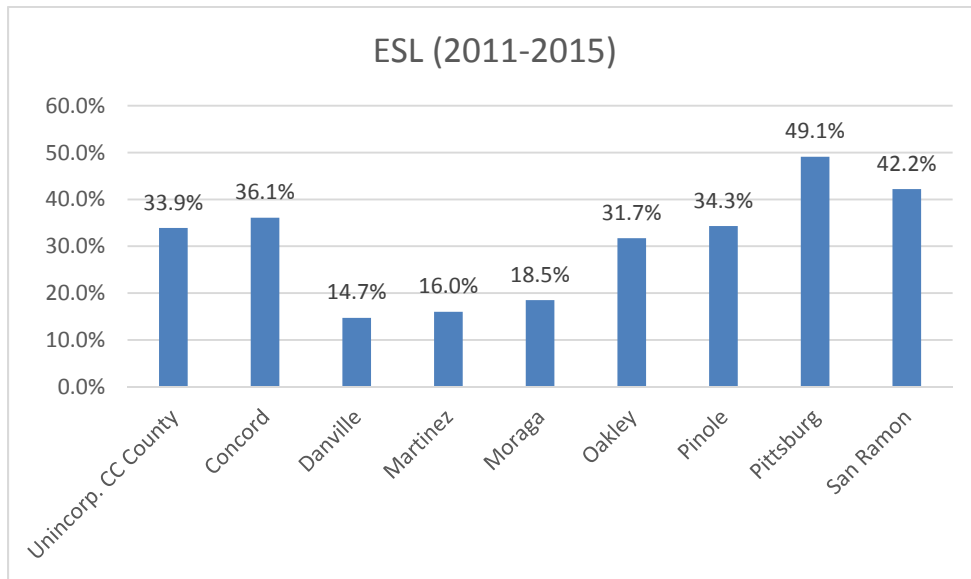
While MCE will be doing general outreach to the entire community, we have learned that there are certain customer groups that may require and benefit from more customized outreach. Due to particular circumstances (such as mobility, language, or financial barriers), these customer groups may need customized outreach sensitive to their situations. The following is a suggested list of community groups which would require additional outreach to compliment the general engagement strategy.

MCE will focus specific outreach to **non-native English speakers**. According to the 2015 census, approximately 34% of the population in unincorporated Contra Costa County speak a language other than English at home. This ranges from 14.7% in Danville to 49.1% in Pittsburg.⁶

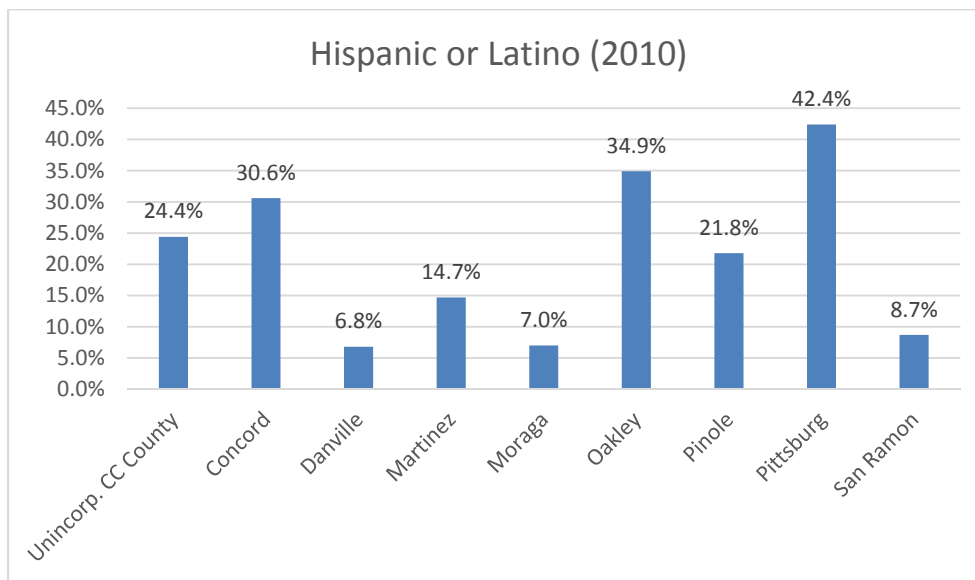
employers was extracted from the America's Labor Market Information System (ALMIS) Employer Database, 2017 2nd Edition. *Employer information is provided by Infogroup, Omaha, NE, 800/555-5211. 2017.*

⁶ Language other than English spoken at home, percent of persons age 5 years+, 2011-2015. Unincorporated Contra Costa County 33.9%; Concord 36.1%; Danville 14.7%; Martinez 16%; Moraga 18.5%; Oakey 31.7%; Pinole 34.3%; Pittsburg 49.1%; San Ramon 42.2%.

<https://www.census.gov/quickfacts/fact/table/contracostacountycalifornia/POP815215>



MCE has a Spanish website, Spanish speaking customer service specialists available through its call center, and will provide printed informational material in Spanish. There are also call center translation options for more than 240 languages, including Tagalog, Cantonese, Mandarin, Hindi, Lao, and Vietnamese. A list of available languages can be found at the end of this document.



Low-income customers are typically defined as those who qualify for the standard energy discounts. According to the 2015 census, approximately 10.2% of the population

in unincorporated Contra Costa County live below the poverty line. When looking at the spread in incorporated communities, this demographic ranges from 4.1% in Danville to 17.9% in Pittsburg.⁷

This group will receive special consideration in MCE's outreach. Discounts like the California Alternative Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) are unaffected by MCE service and continue to be managed and billed by PG&E. If a customer is already enrolled in these programs, they do not need to do anything if they stay with MCE; their discount will remain the same.

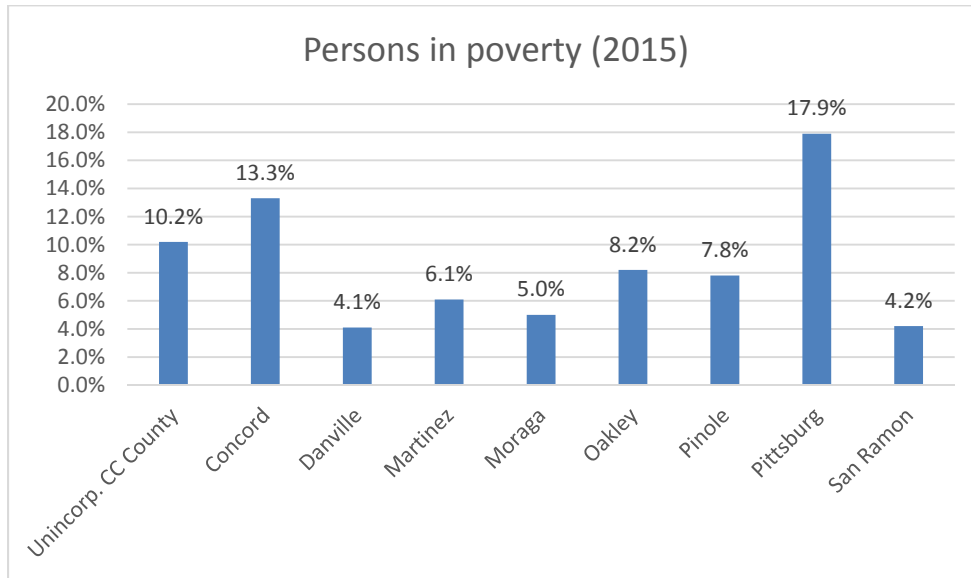
According to our initial data request from PG&E, we see that there are approximately 40,000 eligible electric accounts enrolled in CARE or FERA in the nine new communities. This represents a full 18.23% of all eligible accounts. There is a statistically significant number of customers that are on both CARE/FERA as well as Medical Baseline. If you include the eligible accounts on Medical Baseline and remove the double-counting overlap between those on both CARE and Medical Baseline, the number of Contra Costa accounts on CARE, FERA, or Medical Baseline is approximately 45,500 or roughly 21% of eligible residential accounts.

For a single family residence, the CARE discount eligibility is broken down as follows:

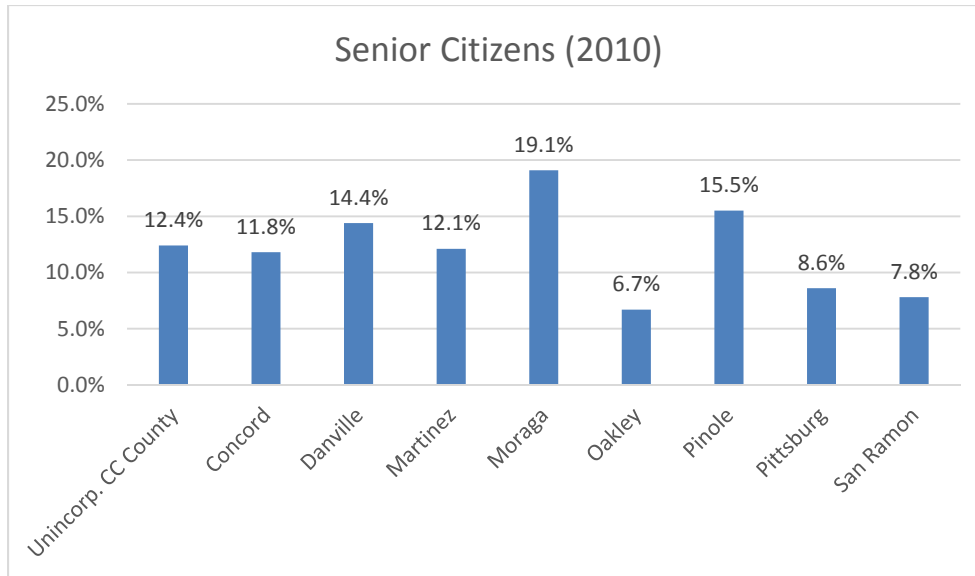
Number of Persons in Household	Total Gross Annual Household Income
1-2	\$31,860 or less
3	\$40,180 or less
4	\$48,500 or less
5	\$56,820 or less
6	\$65,140 or less
7	\$73,460 or less
8	\$81,780 or less
Each additional person, add	\$8,320

⁷ Persons living in Poverty, 2015: Unincorporated Contra Costa County 10.2%; Concord 13.3%; Danville 4.1%; Martinez 6.1%; Moraga 5.0%; Oakey 8.2%; Pinole 7.8%; Pittsburg 17.9%; San Ramon 4.2%.
<https://www.census.gov/quickfacts/fact/table/contracostacountycalifornia/POP815215>

MCE will focus outreach to low-income residents by contacting community based organizations that work specifically with low-income residents, such as affordable housing developments, to offer a presentation (at a meeting or community event), to provide information for newsletters or websites, and/or to partner in any other way to inform their audience about MCE's coming service.



Senior citizens may live on fixed incomes or have special electricity discounts, so MCE makes outreach to seniors a priority. MCE considers it particularly important for individuals on fixed incomes to understand their electricity options and to know that discounts like the California Alternative Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) are unaffected by MCE service and continue to be managed and billed by PG&E. If a customer is already enrolled in these programs, they do not need to do anything if they elect to stay with MCE.



For **solar customers**, MCE has a Net Energy Metering (NEM) program.⁸ A special meter tracks the difference between the amount of electricity solar panels produce and the amount of electricity used during each billing cycle. When more electricity is produced than used, a credit is generated for the excess power.

For any excess electricity a solar system produces, MCE credits customers at the Deep Green premium rates (MCE's Light Green retail rates + \$0.01/kWh). Excess credits roll over each month and never zero out. NEM accounts with credits over \$100 can be "cashed out" each year in April. PG&E bills once a year with a "true-up" statement but MCE bills monthly, so annual "true-ups" are smaller.

Please note that when a NEM account enrolls with MCE, PG&E performs an automatic "true-up" and bills that account for all electric charges incurred since their last "true-up" statement.

To educate solar customers, MCE will send customized enrollment notices to NEM customers, discuss NEM account considerations during public presentations, and distribute NEM-specific outreach materials (e.g., one-page flyers) at community events. MCE will also contact solar businesses to ensure that they are aware of MCE's NEM program.

Community Demographics⁹

⁸ MCE's Net-Energy Metering (NEM) program may be available for other qualifying, small-scale renewable energy technologies besides photovoltaic (PV) solar. These could include wind, biopower, micro-hydroelectric resources, etc.

⁹ All information taken from the census data: <http://www.census.gov/>

The below demographics provide more detail on the communities to help guide our special populations outreach.

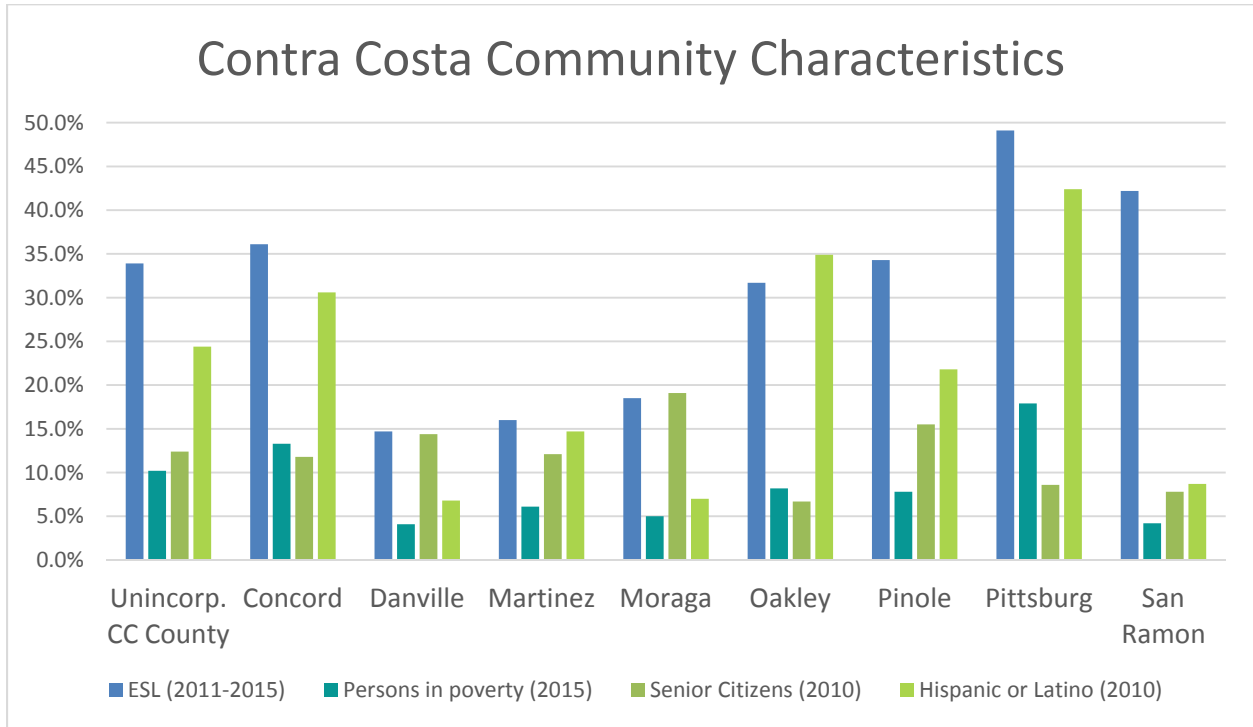


Figure 1: Demographics by community¹⁰

	Total Pop. (2016)	Veterans (2011-2015)	65+ (2010)	Language other than English spoken at home (2011-2015)	Hispanic or Latino (2010)	Persons in poverty (2015)
Unincorporated Contra Costa County	1,139,513	53,270	12.4%	33.9%	24.4%	10.2%
Concord	128,726	6,915	11.8%	36.1%	30.6%	13.3%
Danville	44,631	2,362	14.4%	14.7%	6.8%	4.1%
Martinez	38,259	2,464	12.1%	16.0%	14.7%	6.1%
Moraga	17,416	820	19.1%	18.5%	7.0%	5.0%
Oakley	40,622	1,640	6.7%	31.7%	34.9%	8.2%
Pinole	19,293	1,142	15.5%	34.3%	21.8%	7.8%
Pittsburg	70,679	2,762	8.6%	49.1%	42.4%	17.9%

¹⁰ All information taken from the census data: <http://www.census.gov/>

San Ramon	75,639	2,468	7.8%	42.2%	8.7%	4.2%
Totals/Average	1,570,392	73,843	12.04%	30.72%	21.26%	8.53%

Analysis of Strengths, Challenges and Opportunities

Strengths

- MCE's stable and competitive rates
- Generous Net Energy Metering program (for customers with rooftop solar)
- Increased renewable energy supply
- Reduced greenhouse gas emissions
- Community energy choices where none existed before
- Unique multifamily energy efficiency program options

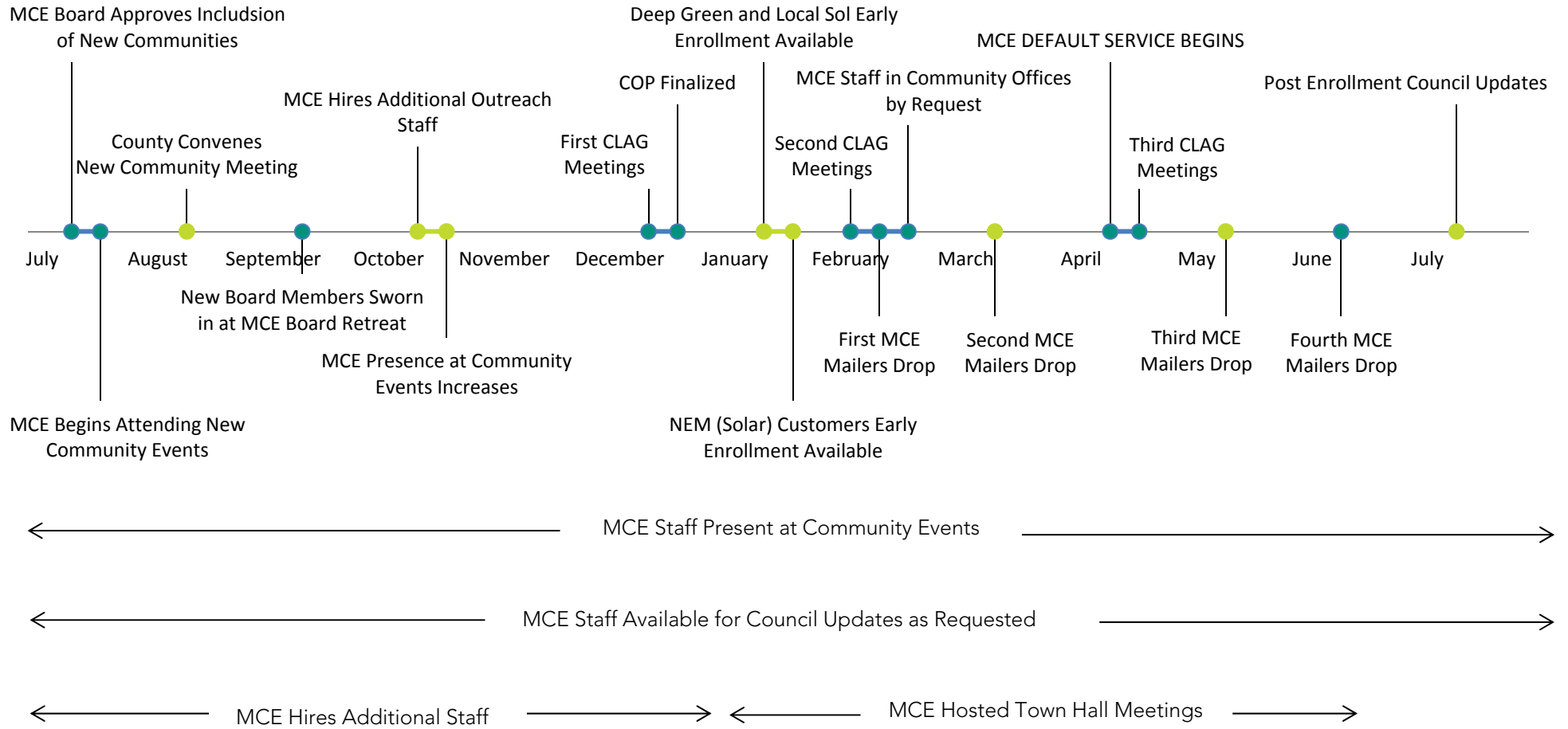
Challenges

- Correcting misinformation
- Ensuring all customers are informed of their choices
- Informing solar customers of net energy metering program and enrollment impacts

Opportunities

- Community members may already be aware of MCE because Richmond, San Pablo, El Cerrito, Lafayette and Walnut Creek started MCE service between 2013 and 2016
- Outreach overlap between target sectors
- Well organized community based organizations and trade organizations
- Community emphasis on sustainability values
- Ability to offer tailored energy efficiency programs in the future
- Free marketing and co-branding opportunities for green businesses
- Opportunity to develop local renewable energy projects and related local hiring with MCE's Feed-In Tariff

General Outreach Timeline



Community Specific Outreach Strategy: Unincorporated County

To the extent possible, MCE will attempt to maximize the channels that cross into various Contra Costa communities. This general outreach will be complimented with community specific events, advertising, and outreach, as outlined by the following pages. Staff and possibly Council members from each of the nine new MCE member communities will be asked to help refine their community's strategy, by helping MCE identify the most important media outlets, community leaders, local nonprofits, high-visibility events and other suggestions to reach the highest percentage of the population possible.

Contra Costa County (unincorporated) was one of the original 27 counties of California and is home to approximately 1,139,513 people. 173,454 people live in the unincorporated areas of Contra Costa County. The County spans more than 800 square miles and is by far the most heavily populated prospective MCE jurisdiction. Correspondingly, it also represents the single largest electricity load—approximately 25% of the combined load of all eligible incorporated and unincorporated communities. The cities of Concord and Pittsburg together represent another 25%. Contra Costa is a dynamic jurisdiction in terms of geography and demographics, and includes Mt. Diablo, historic Delta communities, extensive Bay Shore borders, multiple oil refineries and heavy industry, rich agricultural lands, and a broad array of ethnic groups, foreign languages, and socio-economic diversity.

Community Events & Tabling

- Annual Festivals
- Earth Day Events
- Farmers Markets
- Fourth of July Events
- Music in the Parks
- Alamo Women's Club
- Other events as suggested by staff and the CLAG

Community Leaders

Local nonprofits

- Local Rotary
- Local Soroptimists
- Local Kiwanis Clubs
- Places of Worship, including those with non-English services
 - Arlington Community Church
 - Member of Interfaith Power & Light
 - El Sobrante United Methodist Church, El Sobrante
 - Arlington Community Church, Kensington
- Local Sierra Club
- Water Districts
- Sustainable Contra Costa
- Communities for a Better Environment
- Interfaith Council of Contra Costa County
- Contra Costa Climate Leaders
- Commission on Aging

Organizations that work with Contra Costa businesses

- Chamber of Commerce
- Farm Bureaus
- Visit Contra Costa
- East Bay Leadership Council
- Industrial Association of Contra Costa County
- Municipal Advisory Committee
- City-County Engineering Association of Contra Costa County
 - o Debbie Hince – dhince@sanramon.ca.gov

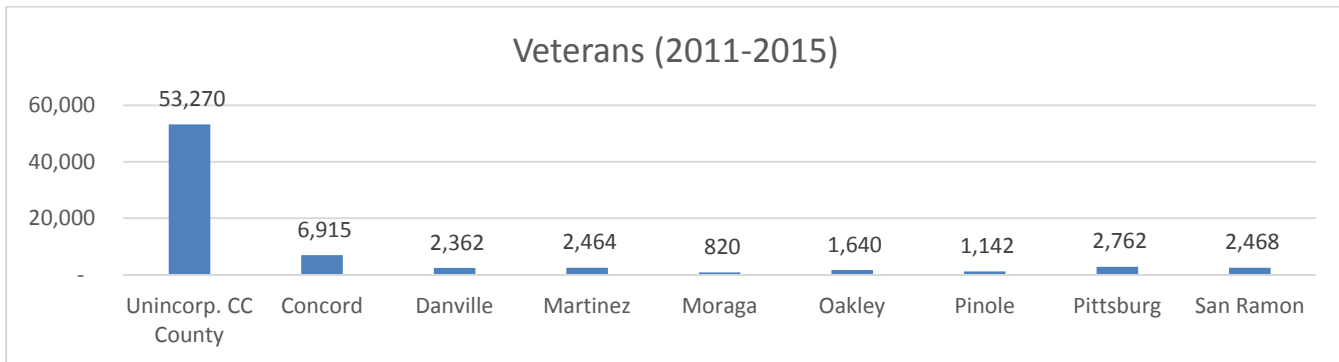
Targeted Outreach to Special Populations

Non-native English community

- Local Hispanic Market
- English Language Learning (ELL) Night Classes
- Family Center
- Spanish Clinics
- Hispanic Chambers of Commerce
- Non-Latino ELL

Senior and Veterans

- Agency on Aging
- Senior centers



County Employees

Betsy Burkhart suggested contact – County’s Communications Officer

Community Specific Outreach Strategy: Concord

To the extent possible, MCE will attempt to maximize the channels that cross into various Contra Costa communities. This general outreach will be complimented with community specific events, advertising, and outreach, as outlined by the following pages. Staff and possibly Council members from each of the nine new MCE member communities will be asked to help refine their community's strategy, by helping MCE identify the most important media outlets, community leaders, local nonprofits, high-visibility events and other suggestions to reach the highest percentage of the population possible.

The City of Concord is Contra Costa's largest incorporated jurisdiction with a population of nearly 130,000 and more than 30.5 square miles within its borders. It is located toward the geographic center of the County at the base of Mt. Diablo and is home to many large businesses. The City has two BART stations and about one-fifth of the County's population reportedly commutes to Concord for work. Concord alone represents more than 12% of MCE's prospective additional electricity load, the second largest among all applicant communities. The Concord Naval Weapons Station is a focus of the City's redevelopment efforts and it is widely considered to be an ideal site for innovative renewable energy projects. Chevron and PG&E are among the City's largest employers.

Community Events & Tabling

- Annual Festivals
- Earth Day Events
- Farmers Markets
- Fourth of July Events
- Music in the Parks
- Other events as suggested by staff and the CLAG
- Mayors State of the City
- Armed Forces Half Marathon
- Mayor's Cup
- Fourth of July Parade
- Cool Concord Car's Tree Lighting
- Winter Brews Festival
- Spring Brews Festival
- Concord Vibe events
- Tuesday Night Blues
- MOMDay in the Plaza
- Mayor's Cookoff

Community Leaders

Local nonprofits

- Rotary Club of Concord
- Rotary Club of Concord/Diablo
- Diablo Toastmasters
- Local Soroptimists
- Local Kiwanis Clubs

- Places of Worship, including those with non-English services
- Members of California Interfaith Power & Light:
 - St. Agnes Catholic Church
 - St. Bonaventure Catholic Community
 - St. Francis of Assisi Catholic Church
 - St. Michael and All Angels
- Local Sierra Club
- Water Districts
- Mount Diablo Resource Recovery (formerly Concord Disposal Service)
- St. Demetrios Greek Orthodox Church
- Calvary Temple Church
- Sustainable Contra Costa
- Concord Police Association
- Family Justice Center
- Concord Art Association
- Historical Society
- Contra Costa Climate Leaders
- Bike Concord

Organizations that work with Contra Costa businesses

- Greater Concord Chamber of Commerce
- Todos Santos Business Associations
- Visit Concord
-
- Farm Bureaus
- Visit Contra Costa

Targeted Outreach to Special Populations

ESL community

- Local Hispanic Market
- English Language Learning (ELL) Night Classes
- Family Center
- Spanish Clinics
- Hispanic Chambers of Commerce
- Non-Latino ELL
- Monument Impact

Senior and Veterans

- Agency on Aging
- Senior centers

Community Specific Outreach Strategy: Danville

To the extent possible, MCE will attempt to maximize the channels that cross into various Contra Costa communities. This general outreach will be complimented with community specific events and outreach, as outlined by the following pages. Staff and possibly Council members from each of the nine new MCE member communities will be asked to help refine their community's strategy, by helping MCE identify the most important media outlets, community leaders, local nonprofits, high-visibility events and other suggestions to reach the highest percentage of the population possible.

The Town of Danville is located within the San Ramon Valley in the southwestern part of the County and is home to approximately 45,000. The incorporated area spans approximately 18 square miles.

Community Events & Tabling

- Annual Festivals
 - Danville Tree Lighting Ceremony
 - Sunday Summer Car Show
 - Summer Fest
 - Fall Crafts Festival
 - Recreation Fair
- Earth Day Events
- Farmers Markets
 - Danville Farmer's Market at the Railroad Avenue Parking Lot, Sunday
- Danville July 4th Parade (consider a float)
- Music in the Parks
- Mayor's Town Hall (in conjunction with the Town of Danville)

Community Leaders

Local nonprofits

- Danville Rotary
- Danville/Sycamore Valley Rotary
- Local Soroptimists
- Kiwanis of the San Ramon Valley
- Danville Women's Club
- Real Estate Marketing Association (RMA)
- Local PTA organizations
- Places of Worship, including those with non-English services
 - Members of California Interfaith Power & Light
 - Beth Chaim Congregation
 - Danville Congregational Church
 - Peace Lutheran Church
 - San Damiano Retreat Center
 - St. Mark's Episcopal Church Danville
 - St. Timothy's Episcopal Church
- Local Sierra Club
- Water Districts

Organizations that work with Contra Costa businesses

- Danville Area Chamber of Commerce
- Visit Tri-Valley (Tri-Valley Convention & Visitors Bureau)
- Contra Costa Association of Realtors

Targeted Outreach to Special Populations

Senior and Veterans

- Veterans Service Organizations at the Veterans Memorial Building
 - Marine Corps League
 - American Legion
 - MOAA
 - Viet Nam Veterans of the Diablo Valley
 - Blue Star Moms

Community Specific Outreach Strategy: Martinez

To the extent possible, MCE will attempt to maximize the channels that cross into various Contra Costa communities. This general outreach will be complimented with community specific events and outreach, as outlined by the following pages. Staff and possibly Council members from each of the nine new MCE member communities will be asked to help refine their community's strategy, by helping MCE identify the most important media outlets, community leaders, local nonprofits, high-visibility events and other suggestions to reach the highest percentage of the population possible.

The City of Martinez is the county seat of Contra Costa County with a population of nearly 36,842 and more than 13.1 square miles within its borders. Established in 1849, Martinez is one the oldest communities in California. Martinez has a rich history being the home of John Muir as well as the birthplace of Joe DiMaggio. It is located along the Carquinez Strait and is home to many large businesses. Contra Costa County, the Veterans' Administration Hospital, Shell Oil, Kaiser Permanente and the Martinez Unified School District are the City's largest employers.

Community Events & Tabling

- Annual Festivals/Holiday Frolic (December)
- Earth Day Events (April)
- Farmers Markets (every Sunday in Downtown Martinez)
- Fourth of July Events
- Other events as suggested by staff and the CLAG

Community Leaders

Local nonprofits

- Local Rotary
- Local Soroptimists
- Local Kiwanis Clubs
- Places of Worship, including those with non-English services
 - Members of California Interfaith Power & Light
 - Cal-Nev Conf United Methodists; Martinez UMC
 - First Baptist Church
 - First Congregational Church of Martinez
 - Grace North Church
 - Martinez United Methodist Church
- Local Sierra Club
- Water Districts
- Sustainable Contra Costa

Organizations that work with Contra Costa businesses

- Chamber of Commerce
- Main Street Martinez
- Visit Contra Costa

Targeted Outreach to Special Populations

ESL community

- Local Hispanic Market
- English Language Learning (ELL) Night Classes/Martinez Adult School
- Family Center
- Spanish Clinics
- Hispanic Chambers of Commerce
- Non-Latino ELL

Senior and Veterans

- Agency on Aging
- Martinez Senior Center

Community Specific Outreach Strategy: Moraga

To the extent possible, MCE will attempt to maximize the channels that cross into various Contra Costa communities. This general outreach will be complimented with community specific events and outreach, as outlined by the following pages. Staff and possibly Council members from each of the nine new MCE member communities will be asked to help refine their community's strategy, by helping MCE identify the most important media outlets, community leaders, local nonprofits, high-visibility events and other suggestions to reach the highest percentage of the population possible.

The Town of Moraga spans approximately 9.4 square miles in the central-western part of the County commonly known as 'Lamorinda' (the combined name of three incorporated jurisdictions: Lafayette, Moraga, and Orinda). As of 2010, the Town has a population of just over 16,000. Moraga's Town Council was the first to vote to join MCE in 2017.

Community Events & Tabling

- Annual Festivals
- Moraga Triathlon
- Holiday Tree Lighting
- Pear and Wine Festival
 - Music in the Parks
- Moraga Community Faire
- Cinco de Mayo (Hacienda Foundation)
- Moraga Farmers Markets
- Fourth of July Celebration
- Other events as suggested by staff and the CLAG
 - Summer Concerts in the Park
- [Parks and recreation](#)

Community Leaders

Local nonprofits

- Saint Mary's College
- Moraga Rotary
- Kiwanis Club of Moraga Valley
- Moraga Community Foundation
- Moraga Movers
- Moraga Junior Women's Club
- Moraga Women's Society
- Lions Club
- Moraga Park Foundation
- Hacienda Foundation of Moraga
- Moraga Library
- Parents for a Safer Environment
- Places of Worship, including those with non-English services
- Sierra Club
- Water Districts

- Etc.

Organizations that work with Contra Costa businesses

- [Chamber of Commerce](#)
- Farm Bureaus
- Visit Contra Costa

Targeted Outreach to Special Populations

ESL community

- Local Hispanic Market
- English Language Learning (ELL) Night Classes
- Family Center
- Spanish Clinics
- Hispanic Chambers of Commerce
- Non-Latino ELL

Senior and Veterans

- Agency on Aging
- Senior centers (Aegis of Moraga, Moraga Royal, and Acute Rehab of Moraga)

Homeowners Associations

- Moraga Country Club
- Sanders Ranch
- Miramonte
- Rancho Moraga
- Via Moraga
- Harvest Court

Community Specific Outreach Strategy: Oakley

To the extent possible, MCE will attempt to maximize the channels that cross into various Contra Costa communities. This general outreach will be complimented with community specific events and outreach, as outlined by the following pages. Staff and possibly Council members from each of the nine new MCE member communities will be asked to help refine their community's strategy, by helping MCE identify the most important media outlets, community leaders, local nonprofits, high-visibility events and other suggestions to reach the highest percentage of the population possible.

The City of Oakley is located in the eastern-most part of the County along the Delta and is home to approximately 40,600. The City incorporated relatively recently (1999) and spans just over 16 square miles. Oakley has been exploring CCA generally, and MCE membership specifically, for longer than most other jurisdictions seeking membership this inclusion period. In 2016, Oakley nearly joined MCE along with Lafayette and Walnut Creek. The City's moto is "A Place for Families in the Heart of the Delta."

Community Events & Tabling

- Annual Festivals – Heart of Oakley, Harvest Festival
- Earth Day Events
- Farmers Markets – we don't have any Farmers Markets
- Fourth of July Events – Cityhood Celebration
- Music in the Parks – Movie in the Park
- Other events as suggested by staff and the CLAG

Community Leaders

Local nonprofits

- Local Rotary – not in Oakley (closest is Antioch)
- Local Soroptimists - Soroptimist International of the Delta
- Local Kiwanis Clubs -
- Places of Worship, including those with non-English services (do you want a list of all the places of worship in Oakley?)
- Water District – Diablo Water District
- Sewer District – Ironhouse Sanitary District

Organizations that work with Contra Costa businesses

- Chamber of Commerce
- Farm Bureaus
- Visit Contra Costa

Targeted Outreach to Special Populations

ESL community

- Local Hispanic Market
- English Language Learning (ELL) Night Classes
- Family Center
- Spanish Clinics

- Hispanic Chambers of Commerce – (I don't think one exists in Oakley)
- Non-Latino ELL

Senior and Veterans

- Agency on Aging
- Senior centers

Community Specific Outreach Strategy: Pinole

To the extent possible, MCE will attempt to maximize the channels that cross into various Contra Costa communities. This general outreach will be complimented with community specific events and outreach, as outlined by the following pages. Staff and possibly Council members from each of the nine new MCE member communities will be asked to help refine their community's strategy, by helping MCE identify the most important media outlets, community leaders, local nonprofits, high-visibility events and other suggestions to reach the highest percentage of the population possible.

The City of Pinole is among the County's smallest jurisdictions and is home to approximately 20,000. It has a sizable Latino population and spans approximately 5 square miles. The downtown area has many turn-of-the century buildings, which contrast with the many "big box" stores closer to Fitzgerald Drive, Appian Way, and Pinole Valley Road.. Pinole's MCE inclusion would extend West Contra Costa County's membership, along with Richmond, San Pablo, and El Cerrito.

Community Events & Tabling

- National Night Out
- Earth Day Events
- Pinole Weekly Farmers Markets
- Fourth of July Events
- Office hours at City Hall & Senior Center
- Additional presentations to City Council
- Pinole PD social media if agreeable
- Pinole website scrolling message
- Tabling outside local businesses if agreeable: Target, Trader Joe's, Sprouts, Kaiser, Osh, Starbucks etc.

Community Leaders

Local nonprofits

- Local Rotary
- Local Soroptimists- Richmond is nearest
- Local Kiwanis Clubs- Richmond is nearest
- Local Lions Club – Pinole/Richmond
- Places of Worship, including those with non-English services
 - Member of California Interfaith Power & Light
 - Christ the Lord Episcopal Church
 - Pinole United Methodist Church
- Local Sierra Club
- Water Districts
- Schools
- Mayor announcements at City Council

Organizations that work with Contra Costa businesses

- The Bayfront Chamber
- Farm Bureaus

- Visit Contra Costa

Targeted Outreach to Special Populations

ESL community

- Local Hispanic Market
- English Language Learning (ELL) Night Classes
- Family Centers
 - Tiny Tots daycare facility
 - City of Pinole youth center
- Spanish Clinics
- Hispanic Chambers of Commerce
- Non-Latino ELL

Senior and Veterans

- City of Pinole Senior Center

Community Specific Outreach Strategy: Pittsburg

To the extent possible, MCE will attempt to maximize the channels that cross into various Contra Costa communities. This general outreach will be complimented with community specific events and outreach, as outlined by the following pages. Staff and possibly Council members from each of the nine new MCE member communities will be asked to help refine their community's strategy, by helping MCE identify the most important media outlets, community leaders, local nonprofits, high-visibility events and other suggestions to reach the highest percentage of the population possible.

The City of Pittsburg is a jurisdiction of both progress and promise with a population of about 70,000. It is located at the point where the Sacramento and San Joaquin rivers meet and is home to a rich history of industry. It has substantial Latino, Asian, Pacific Islander, and African-American communities, and spans nearly 20 square miles. Pittsburg alone represents more than 8% of MCE's prospective additional electricity load, the third largest among all applicant communities. Pittsburg is home to two natural gas fired power plants as well as the Transbay Cable, a 53 mile high-voltage direct current underwater power transmission cable interconnecting PG&E's Pittsburg and Potrero power substations, which provides San Francisco with an estimated 40% of its baseload electricity needs. All these projects came to fruition under the Pittsburg Power Company which is the City's municipal utility. The City also has a small municipal utility (Island Energy), which serves Mare Island, Vallejo with natural gas and electricity services. The City has the resources and expertise of seasoned energy professionals as it explored the possibility of joining MCE. Currently, MCE is working with CalPine, AnswerNet, FutureBuild and the City to site a CCA call center in Pittsburg which will create 10 to 15 full time jobs.

Community Events & Tabling

- Annual Festivals
- Earth Day Events
- Farmers Markets
- Fourth of July Events
- Music in the Parks
- Other events as suggested by staff and the CLAG

Community Leaders

Local nonprofits

- Local Rotary
- Local Soroptimists
- Local Kiwanis Clubs
- Places of Worship, including those with non-English services
 - Member of California Interfaith Power & Light
 - Community Presbyterian Church of Pittsburg
 - Pittsburg United Methodist Church
- Local Sierra Club
- Pittsburg Art and Community Foundation

Organizations that work with Contra Costa businesses

- Chamber of Commerce
- Contra Costa Workforce Development Board
- Visit Contra Costa

Targeted Outreach to Special Populations

ESL community

- Local Hispanic Market
- English Language Learning (ELL) Night Classes
- Family Center
- Spanish Clinics
- Hispanic Chambers of Commerce
- Non-Latino ELL

Senior and Veterans

- Agency on Aging
- Senior centers

Community Specific Outreach Strategy: San Ramon

To the extent possible, MCE will attempt to maximize the channels that cross into various Contra Costa communities. This general outreach will be complimented with community specific events and outreach, as outlined by the following pages. Staff and possibly Council members from each of the nine new MCE member communities will be asked to help refine their community's strategy, by helping MCE identify the most important media outlets, community leaders, local nonprofits, high-visibility events and other suggestions to reach the highest percentage of the population possible.

The City of San Ramon is the namesake jurisdiction of the San Ramon Valley in the southwestern part of the County and is home to approximately 75,000. Its Bishop Ranch office park development is occupied by offices of multiple large corporations, including Chevron and AT&T. PG&E is among the City's largest employers.

Community Events & Tabling

- Annual Festivals
 - Art and Wine Festival
- Earth Day Events
- Farmers Markets
- Fourth of July Events
- Music in the Parks
- Other events as suggested by staff and the CLAG

Community Leaders

Local nonprofits

- Tassajara Valley Preservation Association
- Local Rotary
- Local Soroptimists
- Local Kiwanis Clubs
- Places of Worship, including those with non-English services
 - Member of California Interfaith Power & Light
 - St. Joan of Arc Catholic Church
- Local Sierra Club
- Water Districts
- Local service clubs

Organizations that work with Contra Costa businesses

- San Ramon Chamber of Commerce
- Bishop Ranch
- San Ramon Regional Medical Center
- Community Theater

Targeted Outreach to Special Populations

Senior and Veterans

- Senior Center
- Community Center



MCE Contra Costa – The Basics

Welcoming Concord, Danville, Martinez, Moraga, Oakley, Pinole, Pittsburg, San Ramon, and unincorporated Contra Costa County

Contact Information:

1. **Phone: 1 (888) 632-3674**

- English- and Spanish-speaking call center reps available 24/7 from the mailing of the first notices in February until June 30 to process opt out and Deep Green requests
- Regular hours for all other questions: Monday – Friday 7 AM to 7 PM
- Over 240 languages available to non-English and non-Spanish speaking callers through translation services, including Vietnamese, Mandarin, Cantonese, Tagalog, Russian and Laotian

2. **Website:**

English

www.mceCleanEnergy.org/ContraCosta

www.mceCleanEnergy.org/optout

Spanish

es.mceCleanEnergy.org/opt-out

3. **Email: info@mceCleanEnergy.org**

This email address is read and maintained by MCE's senior account services staff

4. **Office: MCE | 1125 Tamalpais Ave., San Rafael, CA 94901**

Business hours for customer walk-ins are Monday – Friday 9 AM to 4 PM

Frequently Asked Questions:

Visit www.mceCleanEnergy.org/faq for a complete list of questions and answers.

What is MCE?

MCE is a local, not-for-profit, public agency that partners with PG&E to provide more renewable electricity at competitive rates. MCE has served Marin County since 2010; Richmond since 2013; Benicia, El Cerrito, San Pablo, and unincorporated Napa County since 2015; and Calistoga, Yountville, St. Helena, American Canyon, and Napa, as well as Lafayette and Walnut Creek since 2016. In 2017, nine new Contra Costa communities joined MCE. These include Concord, Danville, Martinez, Moraga, Oakley, Pinole, Pittsburg, San Ramon, and unincorporated Contra Costa County.

Historically in Contra Costa County, PG&E has been the only electricity provider, which includes two services: 1) electric generation (i.e., the sourcing of the energy); and 2) electric delivery (i.e., transmission and distribution of the energy through power lines). Beginning in April 2018, MCE will replace PG&E as the primary provider of electric generation services, and PG&E will continue to provide electric delivery services. Customers can still choose PG&E for electric generation services by opting out of MCE.

MCE offers choices of 50% to 100% renewable energy at rates set by a democratically elected Board of Directors in meetings open to the public. By choosing MCE, customers



help support new in-state and local renewable energy projects. Meanwhile, PG&E continues to deliver electricity, maintain powerlines, and provide monthly billing services. For MCE customers, energy bills include separate charges for MCE and PG&E services. Customers are never double-billed. MCE's generation charges *replace* PG&E's generation charges. MCE does not offer gas service.

What are my electricity options with MCE?

As described above, all electricity customers in Concord, Danville, Martinez, Moraga, Oakley, Pinole, Pittsburg, San Ramon, and unincorporated Contra Costa County will be enrolled with MCE's 'Light Green' 50% renewable option in April 2018, unless they choose another option. These other options include MCE's 'Deep Green' 100% renewable energy or opting out of MCE to remain with PG&E's energy supply (currently 33% renewable). Information about additional PG&E service options is available at www.PG&E.com.

How do I opt out or sign up for MCE's Deep Green 100% renewable energy?

Online: www.mcecleanenergy.org/optout
www.mcecleanenergy.org/dg-enroll

By Phone: 1 (888) 632-3674

There is no fee for customers who opt out of MCE before service starts in April 2018 or within the first 60 days of service (i.e., before June 2018). Customers who opt out after 60 days of service with MCE will be subject to a one-time \$5 (residential) or \$25 (commercial) administrative fee. Customers will also be subject to PG&E's terms and conditions of service and will not be able to return to MCE service for one year. **Please have your PG&E account number ready so that we can process your request.**

When does this all take place and how will I be notified?

Electricity customers in Contra Costa County will be enrolled with MCE in April 2018, unless they choose to opt out. Between February and June of 2018, customers will receive four MCE enrollment notices in the mail explaining the change of service and providing instructions on how to opt out. Customers may request to opt out any time after they receive their first notice in February. This may be done online, or by phone, using the contact information above. If customers do not opt out prior to the start of their April billing cycle, they will be enrolled in MCE's Light Green 50% renewable option, but may request to opt out at any time, even after service starts. Customers may also request to enroll in MCE's Deep Green 100% renewable option anytime.

How do MCE rates compare to PG&E's?

MCE's rates replace a portion of PG&E's regular rates (specifically, the electric generation charges) and are not an added fee. Typical customers currently pay slightly less for MCE's 50% renewable electricity compared to PG&E's 33% renewable electricity, with costs nearly identical. Part of MCE's mission is to provide stable and competitive rates. MCE has reduced rates the past two years in a row (by an average of 9% and 3.9% respectively), while providing substantially more renewable energy. MCE has limited rate changes to once annually, and as a local public agency, all changes are discussed and reviewed at public meetings by MCE's Board of Directors. MCE's Board is composed of democratically elected officials from each community MCE serves and Directors are not paid for their role with MCE.

PG&E will implement new rates beginning March 1. MCE will review promptly, and if needed to continue providing competitive rates, will adjust its own rates. **Discount programs such as CARE, FERA, are and Medical Baseline are unaffected by enrollment; these customers receive the same discount with MCE as they would with PG&E.**

For up-to-date rates and cost comparisons, please visit: mceCleanEnergy.org/rates.

**Marin Energy Authority
- Joint Powers Agreement -**

Effective December 19, 2008

**As amended by Amendment No. 1 dated December 3, 2009
As further amended by Amendment No. 2 dated March 4, 2010
As further amended by Amendment No. 3 dated May 6, 2010
As further amended by Amendment No. 4 dated December 1, 2011
As further amended by Amendment No. 5 dated July 5, 2012
As further amended by Amendment No. 6 dated September 5, 2013
As further amended by Amendment No. 7 dated December 5, 2013
As further amended by Amendment No. 8 dated September 4, 2014
As further amended by Amendment No. 9 dated December 4, 2014
As further amended by Amendment No. 10 dated April 21, 2016
As further amended by Amendment No. 11 dated May 19, 2016
As further amended by Amendment No. 12 dated July 20, 2017**

Among The Following Parties:

**City of American Canyon
City of Belvedere
City of Benicia
City of Calistoga
City of Concord
Town of Corte Madera
Town of Danville
City of El Cerrito
Town of Fairfax
City of Lafayette
City of Larkspur
City of Martinez
Town of Moraga
City of Mill Valley
City of Napa
City of Novato
City of Oakley
City of Pinole
City of Pittsburg
City of Richmond
Town of Ross
Town of San Anselmo**

City of San Pablo
City of San Rafael
City of San Ramon
City of Sausalito
City of St. Helena
Town of Tiburon
City of Walnut Creek
Town of Yountville
County of Contra Costa
County of Marin
County of Napa

MARIN ENERGY AUTHORITY JOINT POWERS AGREEMENT

This **Joint Powers Agreement** (“Agreement”), effective as of December 19, 2008, is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the parties set forth in Exhibit B (“Parties”). The term “Parties” shall also include an incorporated municipality or county added to this Agreement in accordance with Section 3.1.

RECITALS

1. The Parties are either incorporated municipalities or counties sharing various powers under California law, including but not limited to the power to purchase, supply, and aggregate electricity for themselves and their inhabitants.
2. In 2006, the State Legislature adopted AB 32, the Global Warming Solutions Act, which mandates a reduction in greenhouse gas emissions in 2020 to 1990 levels. The California Air Resources Board is promulgating regulations to implement AB 32 which will require local government to develop programs to reduce greenhouse emissions.
3. The purposes for the Initial Participants (as such term is defined in Section 2.2 below) entering into this Agreement include addressing climate change by reducing energy related greenhouse gas emissions and securing energy supply and price stability, energy efficiencies and local economic benefits. It is the intent of this Agreement to promote the development and use of a wide range of renewable energy sources and energy efficiency programs, including but not limited to solar and wind energy production.
4. The Parties desire to establish a separate public agency, known as the Marin Energy Authority (“Authority”), under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.) (“Act”) in order to collectively study, promote, develop, conduct, operate, and manage energy programs.
5. The Initial Participants have each adopted an ordinance electing to implement through the Authority Community Choice Aggregation, an electric service enterprise agency available to cities and counties pursuant to California Public Utilities Code Section 366.2 (“CCA Program”). The first priority of the Authority will be the consideration of those actions necessary to implement the CCA Program. Regardless of whether or not Program Agreement 1 is approved and the CCA Program becomes operational, the parties intend for the Authority to continue to study, promote, develop, conduct, operate and manage other energy programs.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Parties as follows:

ARTICLE 1 CONTRACT DOCUMENTS

- 1.1 **Definitions.** Capitalized terms used in the Agreement shall have the meanings specified in Exhibit A, unless the context requires otherwise.
- 1.2 **Documents Included.** This Agreement consists of this document and the following exhibits, all of which are hereby incorporated into this Agreement.

Exhibit A:	Definitions
Exhibit B:	List of the Parties
Exhibit C:	Annual Energy Use
Exhibit D:	Voting Shares

- 1.3 **Revision of Exhibits.** The Parties agree that Exhibits B, C and D to this Agreement describe certain administrative matters that may be revised upon the approval of the Board, without such revision constituting an amendment to this Agreement, as described in Section 8.4. The Authority shall provide written notice to the Parties of the revision of any such exhibit.

ARTICLE 2 FORMATION OF MARIN ENERGY AUTHORITY

- 2.1 **Effective Date and Term.** This Agreement shall become effective and Marin Energy Authority shall exist as a separate public agency on the date this Agreement is executed by at least two Initial Participants after the adoption of the ordinances required by Public Utilities Code Section 366.2(c)(10). The Authority shall provide notice to the Parties of the Effective Date. The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 7.4, subject to the rights of the Parties to withdraw from the Authority.
- 2.2 **Initial Participants.** During the first 180 days after the Effective Date, all other Initial Participants may become a Party by executing this Agreement and delivering an executed copy of this Agreement and a copy of the adopted ordinance required by Public Utilities Code Section 366.2(c)(10) to the Authority. Additional conditions, described in Section 3.1, may apply (i) to either an incorporated municipality or county desiring to become a Party and is not an Initial Participant and (ii) to Initial Participants that have not executed and delivered this Agreement within the time period described above.

- 2.3 Formation.** There is formed as of the Effective Date a public agency named the Marin Energy Authority. Pursuant to Sections 6506 and 6507 of the Act, the Authority is a public agency separate from the Parties. The debts, liabilities or obligations of the Authority shall not be debts, liabilities or obligations of the individual Parties unless the governing board of a Party agrees in writing to assume any of the debts, liabilities or obligations of the Authority. A Party who has not agreed to assume an Authority debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Parties agree to assume the debt, liability or obligation of the Authority. Notwithstanding Section 8.4 of this Agreement, this Section 2.3 may not be amended unless such amendment is approved by the governing board of each Party.
- 2.4 Purpose.** The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Party to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Parties intend for this Agreement to be used as a contractual mechanism by which the Parties are authorized to participate as a group in the CCA Program, as further described in Section 5.1. The Parties intend that subsequent agreements shall define the terms and conditions associated with the actual implementation of the CCA Program and any other energy programs approved by the Authority.
- 2.5 Powers.** The Authority shall have all powers common to the Parties and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to, each of the following:
- 2.5.1** make and enter into contracts;
 - 2.5.2** employ agents and employees, including but not limited to an Executive Director;
 - 2.5.3** acquire, contract, manage, maintain, and operate any buildings, works or improvements;
 - 2.5.4** acquire by eminent domain, or otherwise, except as limited under Section 6508 of the Act, and to hold or dispose of any property;
 - 2.5.5** lease any property;
 - 2.5.6** sue and be sued in its own name;
 - 2.5.7** incur debts, liabilities, and obligations, including but not limited to loans from private lending sources pursuant to its temporary borrowing powers such as Government Code Section 53850 et seq. and authority under the Act;
 - 2.5.8** issue revenue bonds and other forms of indebtedness;
 - 2.5.9** apply for, accept, and receive all licenses, permits, grants, loans or other aids from any federal, state or local public agency;

- 2.5.10** submit documentation and notices, register, and comply with orders, tariffs and agreements for the establishment and implementation of the CCA Program and other energy programs;
 - 2.5.11** adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority (“Operating Rules and Regulations”); and
 - 2.5.12** make and enter into service agreements relating to the provision of services necessary to plan, implement, operate and administer the CCA Program and other energy programs, including the acquisition of electric power supply and the provision of retail and regulatory support services.
- 2.6** **Limitation on Powers.** As required by Government Code Section 6509, the power of the Authority is subject to the restrictions upon the manner of exercising power possessed by the County of Marin.
- 2.7** **Compliance with Local Zoning and Building Laws.** Notwithstanding any other provisions of this Agreement or state law, any facilities, buildings or structures located, constructed or caused to be constructed by the Authority within the territory of the Authority shall comply with the General Plan, zoning and building laws of the local jurisdiction within which the facilities, buildings or structures are constructed.

ARTICLE 3 AUTHORITY PARTICIPATION

- 3.1** **Addition of Parties.** Subject to Section 2.2, relating to certain rights of Initial Participants, other incorporated municipalities and counties may become Parties upon (a) the adoption of a resolution by the governing body of such incorporated municipality or such county requesting that the incorporated municipality or county, as the case may be, become a member of the Authority, (b) the adoption, by an affirmative vote of the Board satisfying the requirements described in Section 4.9.1, of a resolution authorizing membership of the additional incorporated municipality or county, specifying the membership payment, if any, to be made by the additional incorporated municipality or county to reflect its pro rata share of organizational, planning and other pre-existing expenditures, and describing additional conditions, if any, associated with membership, (c) the adoption of an ordinance required by Public Utilities Code Section 366.2(c)(10) and execution of this Agreement and other necessary program agreements by the incorporated municipality or county, (d) payment of the membership payment, if any, and (e) satisfaction of any conditions established by the Board. Notwithstanding the foregoing, in the event the Authority decides to not implement a CCA Program, the requirement that an additional party adopt the ordinance required by Public Utilities Code Section 366.2(c)(10) shall not apply. Under such circumstance, the Board resolution authorizing membership of an additional incorporated municipality or county shall be adopted in accordance with the voting requirements of Section 4.10.

- 3.2** **Continuing Participation.** The Parties acknowledge that membership in the Authority may change by the addition and/or withdrawal or termination of Parties. The Parties agree to participate with such other Parties as may later be added, as described in Section 3.1. The Parties also agree that the withdrawal or termination of a Party shall not affect this Agreement or the remaining Parties' continuing obligations under this Agreement.

ARTICLE 4 GOVERNANCE AND INTERNAL ORGANIZATION

- 4.1** **Board of Directors.** The governing body of the Authority shall be a Board of Directors ("Board") consisting of one director for each Party appointed in accordance with Section 4.2.
- 4.2** **Appointment and Removal of Directors.** The Directors shall be appointed and may be removed as follows:
- 4.2.1** The governing body of each Party shall appoint and designate in writing one regular Director who shall be authorized to act for and on behalf of the Party on matters within the powers of the Authority. The governing body of each Party also shall appoint and designate in writing one alternate Director who may vote on matters when the regular Director is absent from a Board meeting. The person appointed and designated as the Director or the alternate Director shall be a member of the governing body of the Party. As an alternative to appointing its own Director and alternate Director, the governing body of any Party may elect to designate another Party within the same county (the "designated Party") to represent it on the Board with the Director and alternate Director from the designated Party (the "consolidated Parties"). Notwithstanding any provision in this Agreement to the contrary, in the case of such an election by one or more Parties in the same county, the designated Party shall have the combined votes and voting shares of the consolidated Parties and shall vote on behalf of the consolidated Parties. The governing body of a Party may revoke its designation of another Party to vote on its behalf at any time. Neither an election by a Party to designate another Party to vote on its behalf or a revocation of this election shall be effective unless provided in a written notice to the Authority.
- 4.2.2** The Operating Rules and Regulations, to be developed and approved by the Board in accordance with Section 2.5.11, shall specify the reasons for and process associated with the removal of an individual Director for cause. Notwithstanding the foregoing, no Party shall be deprived of its right to seat a Director on the Board and any such Party for which its

Director and/or alternate Director has been removed may appoint a replacement.

- 4.3 Terms of Office.** Each Director shall serve at the pleasure of the governing body of the Party that the Director represents, and may be removed as Director by such governing body at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed to fill the position of the previous Director in accordance with the provisions of Section 4.2 within 90 days of the date that such position becomes vacant.
- 4.4 Quorum.** A majority of the Directors shall constitute a quorum, except that less than a quorum may adjourn from time to time in accordance with law.
- 4.5 Powers and Function of the Board.** The Board shall conduct or authorize to be conducted all business and activities of the Authority, consistent with this Agreement, the Authority Documents, the Operating Rules and Regulations, and applicable law.
- 4.6 Executive Committee.** The Board may establish an executive committee consisting of a smaller number of Directors. The Board may delegate to the executive committee such authority as the Board might otherwise exercise, subject to limitations placed on the Board's authority to delegate certain essential functions, as described in the Operating Rules and Regulations. The Board may not delegate to the Executive Committee or any other committee its authority under Section 2.5.11 to adopt and amend the Operating Rules and Regulations.
- 4.7 Commissions, Boards and Committees.** The Board may establish any advisory commissions, boards and committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the CCA Program, other energy programs and the provisions of this Agreement.
- 4.8 Director Compensation.** Compensation for work performed by Directors on behalf of the Authority shall be borne by the Party that appointed the Director. The Board, however, may adopt by resolution a policy relating to the reimbursement of expenses incurred by Directors.
- 4.9 Board Voting Related to the CCA Program.**
- 4.9.1.** To be effective, on all matters specifically related to the CCA Program, a vote of the Board shall consist of the following: (1) a majority of all Directors shall vote in the affirmative or such higher voting percentage expressly set forth in Sections 7.2 and 8.4 (the "percentage vote") and (2) the corresponding voting shares (as described in Section 4.9.2 and Exhibit D) of all such Directors voting in the affirmative shall exceed 50%, or such other higher voting shares percentage expressly set forth in Sections 7.2 and 8.4 (the "percentage voting shares"), provided that, in instances in which such other higher voting share percentage would result in any one

Director having a voting share that equals or exceeds that which is necessary to disapprove the matter being voted on by the Board, at least one other Director shall be required to vote in the negative in order to disapprove such matter.

4.9.2. Unless otherwise stated herein, voting shares of the Directors shall be determined by combining the following: (1) an equal voting share for each Director determined in accordance with the formula detailed in Section 4.9.2.1, below; and (2) an additional voting share determined in accordance with the formula detailed in Section 4.9.2.2, below.

4.9.2.1 Pro Rata Voting Share. Each Director shall have an equal voting share as determined by the following formula: $(1/\text{total number of Directors})$ multiplied by 50, and

4.9.2.2 Annual Energy Use Voting Share. Each Director shall have an additional voting share as determined by the following formula: $(\text{Annual Energy Use}/\text{Total Annual Energy})$ multiplied by 50, where (a) “Annual Energy Use” means, (i) with respect to the first 5 years following the Effective Date, the annual electricity usage, expressed in kilowatt hours (“kWhs”), within the Party’s respective jurisdiction and (ii) with respect to the period after the fifth anniversary of the Effective Date, the annual electricity usage, expressed in kWhs, of accounts within a Party’s respective jurisdiction, and any additional jurisdictions which they represent, that are served by the Authority and (b) “Total Annual Energy” means the sum of all Parties’ Annual Energy Use. The initial values for Annual Energy use are designated in Exhibit C, and shall be adjusted annually as soon as reasonably practicable after January 1, but no later than March 1 of each year

4.9.2.3 The voting shares are set forth in Exhibit D. Exhibit D may be updated to reflect revised annual energy use amounts and any changes in the parties to the Agreement without amending the Agreement provided that the Board is provided a copy of the updated Exhibit D.

4.10 Board Voting on General Administrative Matters and Programs Not Involving CCA. Except as otherwise provided by this Agreement or the Operating Rules and Regulations, each member shall have one vote on general administrative matters, including but not limited to the adoption and amendment of the Operating Rules and Regulations, and energy programs not involving CCA. Action on these items shall be determined by a majority vote of the quorum present and voting on the item or such higher voting percentage expressly set forth in Sections 7.2 and 8.4.

4.11 Board Voting on CCA Programs Not Involving CCA That Require Financial Contributions.

The approval of any program or other activity not involving CCA that requires financial contributions by individual Parties shall be approved only by a majority vote of the full membership of the Board subject to the right of any Party who votes against the program or activity to opt-out of such program or activity pursuant to this section. The Board shall provide at least 45 days prior written notice to each Party before it considers the program or activity for adoption at a Board meeting. Such notice shall be provided to the governing body and the chief administrative officer, city manager or town manager of each Party. The Board also shall provide written notice of such program or activity adoption to the above-described officials of each Party within 5 days after the Board adopts the program or activity. Any Party voting against the approval of a program or other activity of the Authority requiring financial contributions by individual Parties may elect to opt-out of participation in such program or activity by providing written notice of this election to the Board within 30 days after the program or activity is approved by the Board. Upon timely exercising its opt-out election, a Party shall not have any financial obligation or any liability whatsoever for the conduct or operation of such program or activity.

4.12 Meetings and Special Meetings of the Board. The Board shall hold at least four regular meetings per year, but the Board may provide for the holding of regular meetings at more frequent intervals. The date, hour and place of each regular meeting shall be fixed by resolution or ordinance of the Board. Regular meetings may be adjourned to another meeting time. Special meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956. Directors may participate in meetings telephonically, with full voting rights, only to the extent permitted by law. All meetings of the Board shall be conducted in accordance with the provisions of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).

4.13 Selection of Board Officers.

4.13.1 Chair and Vice Chair. The Directors shall select, from among themselves, a Chair, who shall be the presiding officer of all Board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if: (a) the person serving dies, resigns, or the Party that the person represents removes the person as its representative on the Board or (b) the Party that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

4.13.2 Secretary. The Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes of

all meetings of the Board and all other official records of the Authority.

- 4.13.3 Treasurer and Auditor.** The Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom needs to be a member of the Board. If the Board so designates, and in accordance with the provisions of applicable law, a qualified person may hold both the office of Treasurer and the office of Auditor of the Authority. Unless otherwise exempted from such requirement, the Authority shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act. The Treasurer shall act as the depository of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act. The Board may require the Treasurer and/or Auditor to file with the Authority an official bond in an amount to be fixed by the Board, and if so requested the Authority shall pay the cost of premiums associated with the bond. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time. The duties and obligations of the Treasurer are further specified in Article 6.
- 4.14 Administrative Services Provider.** The Board may appoint one or more administrative services providers to serve as the Authority's agent for planning, implementing, operating and administering the CCA Program, and any other program approved by the Board, in accordance with the provisions of a written agreement between the Authority and the appointed administrative services provider or providers that will be known as an Administrative Services Agreement. The Administrative Services Agreement shall set forth the terms and conditions by which the appointed administrative services provider shall perform or cause to be performed all tasks necessary for planning, implementing, operating and administering the CCA Program and other approved programs. The Administrative Services Agreement shall set forth the term of the Agreement and the circumstances under which the Administrative Services Agreement may be terminated by the Authority. This section shall not in any way be construed to limit the discretion of the Authority to hire its own employees to administer the CCA Program or any other program.

ARTICLE 5

IMPLEMENTATION ACTION AND AUTHORITY DOCUMENTS

- 5.1 Preliminary Implementation of the CCA Program.**

- 5.1.1 Enabling Ordinance.** Except as otherwise provided by Section 3.1, prior to the execution of this Agreement, each Party shall adopt an ordinance in accordance with Public Utilities Code Section 366.2(c)(10) for the purpose of specifying that the Party intends to implement a CCA Program by and through its participation in the Authority.
- 5.1.2 Implementation Plan.** The Authority shall cause to be prepared an Implementation Plan meeting the requirements of Public Utilities Code Section 366.2 and any applicable Public Utilities Commission regulations as soon after the Effective Date as reasonably practicable. The Implementation Plan shall not be filed with the Public Utilities Commission until it is approved by the Board in the manner provided by Section 4.9.
- 5.1.3 Effect of Vote On Required Implementation Action.** In the event that two or more Parties vote to approve Program Agreement 1 or any earlier action required for the implementation of the CCA Program (“Required Implementation Action”), but such vote is insufficient to approve the Required Implementation Action under Section 4.9, the following will occur:
- 5.1.3.1** The Parties voting against the Required Implementation Action shall no longer be a Party to this Agreement and this Agreement shall be terminated, without further notice, with respect to each of the Parties voting against the Required Implementation Action at the time this vote is final. The Board may take a provisional vote on a Required Implementation Action in order to initially determine the position of the Parties on the Required Implementation Action. A vote, specifically stated in the record of the Board meeting to be a provisional vote, shall not be considered a final vote with the consequences stated above. A Party who is terminated from this Agreement pursuant to this section shall be considered the same as a Party that voluntarily withdrew from the Agreement under Section 7.1.1.1.
 - 5.1.3.2** After the termination of any Parties pursuant to Section 5.1.3.1, the remaining Parties to this Agreement shall be only the Parties who voted in favor of the Required Implementation Action.
- 5.1.4 Termination of CCA Program.** Nothing contained in this Article or this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any

time in accordance with any applicable requirements of state law.

- 5.2 Authority Documents.** The Parties acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution, including but not necessarily limited to the Operating Rules and Regulations, the annual budget, and specified plans and policies defined as the Authority Documents by this Agreement. The Parties agree to abide by and comply with the terms and conditions of all such Authority Documents that may be adopted by the Board, subject to the Parties' right to withdraw from the Authority as described in Article 7.

ARTICLE 6 FINANCIAL PROVISIONS

- 6.1 Fiscal Year.** The Authority's fiscal year shall be 12 months commencing July 1 and ending June 30. The fiscal year may be changed by Board resolution.
- 6.2 Depository.**
- 6.2.1** All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Party or any other person or entity.
- 6.2.2** All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the fiscal year. The books and records of the Authority shall be open to inspection by the Parties at all reasonable times. The Board shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.
- 6.2.3** All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.
- 6.3 Budget and Recovery Costs.**
- 6.3.1 Budget.** The initial budget shall be approved by the Board. The Board may revise the budget from time to time through an Authority Document as may be reasonably necessary to address contingencies and unexpected

expenses. All subsequent budgets of the Authority shall be prepared and approved by the Board in accordance with the Operating Rules and Regulations.

6.3.2 County Funding of Initial Costs. The County of Marin shall fund the Initial Costs of the Authority in implementing the CCA Program in an amount not to exceed \$500,000 unless a larger amount of funding is approved by the Board of Supervisors of the County. This funding shall be paid by the County at the times and in the amounts required by the Authority. In the event that the CCA Program becomes operational, these Initial Costs paid by the County of Marin shall be included in the customer charges for electric services as provided by Section 6.3.4 to the extent permitted by law, and the County of Marin shall be reimbursed from the payment of such charges by customers of the Authority. The Authority may establish a reasonable time period over which such costs are recovered. In the event that the CCA Program does not become operational, the County of Marin shall not be entitled to any reimbursement of the Initial Costs it has paid from the Authority or any Party.

6.3.3 CCA Program Costs. The Parties desire that, to the extent reasonably practicable, all costs incurred by the Authority that are directly or indirectly attributable to the provision of electric services under the CCA Program, including the establishment and maintenance of various reserve and performance funds, shall be recovered through charges to CCA customers receiving such electric services.

6.3.4 General Costs. Costs that are not directly or indirectly attributable to the provision of electric services under the CCA Program, as determined by the Board, shall be defined as general costs. General costs shall be shared among the Parties on such basis as the Board shall determine pursuant to an Authority Document.

6.3.5 Other Energy Program Costs. Costs that are directly or indirectly attributable to energy programs approved by the Authority other than the CCA Program shall be shared among the Parties on such basis as the Board shall determine pursuant to an Authority Document.

ARTICLE 7 WITHDRAWAL AND TERMINATION

7.1 Withdrawal.

7.1.1 General.

7.1.1.1 Prior to the Authority's execution of Program Agreement 1, any Party may withdraw its membership in the Authority by giving no less than 30 days advance written notice of its election to do so, which notice shall be given to the Authority and each Party. To permit consideration by the governing body of each Party, the Authority shall provide a copy of the proposed Program Agreement 1 to each Party at least 90 days prior to the consideration of such agreement by the Board.

7.1.1.2 Subsequent to the Authority's execution of Program Agreement 1, a Party may withdraw its membership in the Authority, effective as of the beginning of the Authority's fiscal year, by giving no less than 6 months advance written notice of its election to do so, which notice shall be given to the Authority and each Party, and upon such other conditions as may be prescribed in Program Agreement 1.

7.1.2 Amendment. Notwithstanding Section 7.1.1, a Party may withdraw its membership in the Authority following an amendment to this Agreement in the manner provided by Section 8.4.

7.1.3 Continuing Liability; Further Assurances. A Party that withdraws its membership in the Authority may be subject to certain continuing liabilities, as described in Section 7.3. The withdrawing Party and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Party from membership in the Authority. The Operating Rules and Regulations shall prescribe the rights if any of a withdrawn Party to continue to participate in those Board discussions and decisions affecting customers of the CCA Program that reside or do business within the jurisdiction of the Party.

7.2 Involuntary Termination of a Party. This Agreement may be terminated with respect to a Party for material non-compliance with provisions of this Agreement or the Authority Documents upon an affirmative vote of the Board in which the minimum percentage vote and percentage voting shares, as described in Section 4.9.1, shall be no less than 67%, excluding the vote and voting shares of the Party subject to possible termination. Prior to any vote to terminate this Agreement with respect to a Party, written notice of the proposed termination and the reason(s) for such termination shall be delivered to the Party whose termination is proposed at least 30 days prior to the regular Board meeting at which such matter shall first be discussed as an agenda item. The written notice of proposed termination shall specify the particular provisions of this Agreement or the Authority Documents that the Party has allegedly violated. The Party subject to possible termination

shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote regarding termination. A Party that has had its membership in the Authority terminated may be subject to certain continuing liabilities, as described in Section 7.3. In the event that the Authority decides to not implement the CCA Program, the minimum percentage vote of 67% shall be conducted in accordance with Section 4.10 rather than Section 4.9.1.

- 7.3 Continuing Liability; Refund.** Upon a withdrawal or involuntary termination of a Party, the Party shall remain responsible for any claims, demands, damages, or liabilities arising from the Party's membership in the Authority through the date of its withdrawal or involuntary termination, it being agreed that the Party shall not be responsible for any claims, demands, damages, or liabilities arising after the date of the Party's withdrawal or involuntary termination. In addition, such Party also shall be responsible for any costs or obligations associated with the Party's participation in any program in accordance with the provisions of any agreements relating to such program provided such costs or obligations were incurred prior to the withdrawal of the Party. The Authority may withhold funds otherwise owing to the Party or may require the Party to deposit sufficient funds with the Authority, as reasonably determined by the Authority, to cover the Party's liability for the costs described above. Any amount of the Party's funds held on deposit with the Authority above that which is required to pay any liabilities or obligations shall be returned to the Party.
- 7.4 Mutual Termination.** This Agreement may be terminated by mutual agreement of all the Parties; provided, however, the foregoing shall not be construed as limiting the rights of a Party to withdraw its membership in the Authority, and thus terminate this Agreement with respect to such withdrawing Party, as described in Section 7.1.
- 7.5 Disposition of Property upon Termination of Authority.** Upon termination of this Agreement as to all Parties, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement and under any program documents, shall be returned to the then-existing Parties in proportion to the contributions made by each.

ARTICLE 8 MISCELLANEOUS PROVISIONS

- 8.1 Dispute Resolution.** The Parties and the Authority shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Should

such efforts to settle a dispute, after reasonable efforts, fail, the dispute shall be settled by binding arbitration in accordance with policies and procedures established by the Board.

- 8.2 Liability of Directors, Officers, and Employees.** The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Section 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law, to the Parties, the Authority, or its Directors, officers, or employees.
- 8.3 Indemnification of Parties.** The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority, the Parties and the public. The Authority shall defend, indemnify and hold harmless the Parties and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.
- 8.4 Amendment of this Agreement.** This Agreement may be amended by an affirmative vote of the Board in which the minimum percentage vote and percentage voting shares, as described in Section 4.9.1, shall be no less than 67%. The Authority shall provide written notice to all Parties of amendments to this Agreement, including the effective date of such amendments. A Party shall be deemed to have withdrawn its membership in the Authority effective immediately upon the vote of the Board approving an amendment to this Agreement if the Director representing such Party has provided notice to the other Directors immediately preceding the Board's vote of the Party's intention to withdraw its membership in the Authority should the amendment be approved by the Board. As described in Section 7.3, a Party that withdraws its membership in the Authority in accordance with the above-described procedure may be subject to continuing liabilities incurred prior to the Party's withdrawal. In the event that the Authority decides to not implement the CCA Program, the minimum percentage vote of 67% shall be conducted in accordance with Section 4.10 rather than Section 4.9.1.
- 8.5 Assignment.** Except as otherwise expressly provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the advance written consent of all of the other Parties, and any attempt to assign or delegate such rights or duties in contravention of this Section 8.5 shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the

successors and assigns of the Parties. This Section 8.5 does not prohibit a Party from entering into an independent agreement with another agency, person, or entity regarding the financing of that Party's contributions to the Authority, or the disposition of proceeds which that Party receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Parties under this Agreement.

- 8.6 Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties, that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provision shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.
- 8.7 Further Assurances.** Each Party agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.
- 8.8 Execution by Counterparts.** This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.
- 8.9 Parties to be Served Notice.** Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Party, as the case may be, or such other person designated in writing by the Authority or Party. Notices given to one Party shall be copied to all other Parties. Notices given to the Authority shall be copied to all Parties.

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: Leon Garcia

Name: Leon Garcia

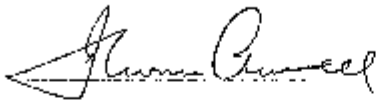
Title: Mayor

Date: 4.7.16

Party: City of American Canyon

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: Thomas Cromwell

Title: Mayor

Date: December 8, 2008

Party: City of Belvedere

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

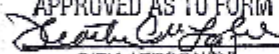
By: 

Name: Elizabeth Patterson

Title: Mayor

Date: 12.29.14

Party: City of Benicia

APPROVED AS TO FORM

CITY ATTORNEY

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:  _____

Name: Dylan Fark

Title: City Manager

Date: April 7, 2016

Party: City of Calistoga

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:  _____

Name: Mike Parness

Title: City Manager

Date: 4-11-16

Party: City of Napa

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By:  _____

Name: Alexandra Cock

Title: Mayor

Date: December 6, 2011

Party: Town of Corte Madera

ATTEST



Christine Green, Town Clerk

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: CHARLES F. MCGUISHAN

Title: PRESIDENT, BD OF SUPERVISORS

Date: NOVEMBER 18 2008

Party: COUNTY OF MARIN

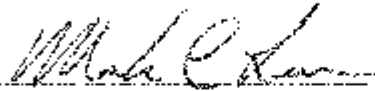
ARTICLE 9

Marin Clean Energy JPA Agreement

SIGNATURE

Amendment No. 8

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (locally, Marin Energy Authority)

By: 

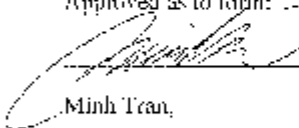
Name: Mark Luce,

Title: Chairman, Napa County Board of Supervisors

Date: 7/22/14

Party: Napa County

Approved as to form:

 Date 7/24/14

Minh Tran,

County Counsel

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 
Name: Scott Eakin
Title: City Manager
Date: 1/8/14
Party: City of El Cerrito

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: David Weinsoff

Name: David Weinsoff

Title: Mayor

Date: 2.12.09

Party: Town of Fairfax

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 


Name: Mark Mitchell

Title: Mayor

Date: 3-14-16


Party: City of Lafayette

Attest:


Joanne Robbins, City Clerk

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 
Name: Larry Chu
Title: Mayor, Larkspur
Date: November 16, 2011
Party: CITY OF LARKSPUR

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: *Shawn Marshall*

Name: Shawn E. Marshall

Title: Mayor

Date: December 2, 2008

Party: City of Mill Valley

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: Madeline R. Kellner

Name: Madeline R. Kellner

Title: Mayor

Date: October 7, 2011

Party: City of Novato

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority

By: *Deane McLaughlin*
Name: *Deane McLaughlin*
Title: *Mayor*
Date: *7/5/12*
Party: *City of Richmond*

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: Carla Small

Title: Mayor

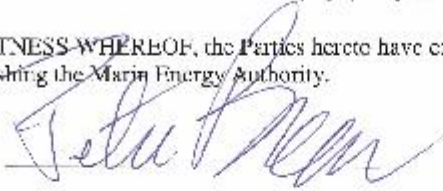
Date: 11/16/11

Party: Town of Ross

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By:



Name: Peter Breen

Title: Mayor

Date: January 9, 2009

Party: Town of San Anselmo

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing ~~Marin Clean Energy~~ (formerly, Marin Energy Authority)

By: 

Name: Paul V. Morris

Title: Mayor, City of San Pablo

Date: SEPT. 16, 2014

Party: City of San Pablo

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement
establishing the Marin Energy Authority.

By: Cyr N. Miller

Name: Cyr N. Miller

Title: Vice Mayor

Date: December 1, 2008

Party: CITY OF SAN RAFAEL

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: Amy Belser

Name: Amy Belser

Title: Mayor

Date: November 18, 2008

Party: City of Sausalito

Attest:


Debra L. Andriano
Deputy City Clerk

Item: 5A
Meeting Date: 11-18-08
Page #: 24

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 
Name: Alan Galbraith
Title: Mayor
Date: 4/14/16
Party: City of St. Helena

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: 

Name: ALICE FREDERICKS

Title: MAYOR

Date: 2/10/09

Party: TOWN OF TIBURON

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: Loella Haskeu

Name: LOELLA HASKEU

Title: MAYOR


Date: 4/13/16

Party: City of Walnut Creek

ARTICLE 9

SIGNATURE

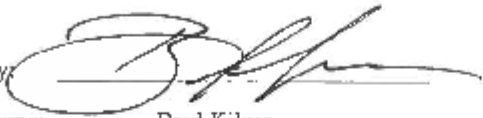
IN WITNESS WHEREOF, the parties herein have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 
Name: Steven R. Rogers
Title: Town Manager
Date: 4/12/16
Party: Town of Yountville

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name: Brad Kilger

Title: City Manager

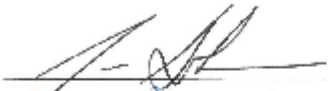
Date: 7/26/17

Party: City of Martinez

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 
Name: Joe Sbranti
Title: City manager
Date: 7/24/2017
Party: City of Pittsburg

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:  _____

Name: JOE GORTON

Title: CITY MANAGER

Date: 7/31/17

Party: City of San Ramon

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name: Valerie J. Barode

Title: City Manager

Date: July 24, 2017

Party: City of Concord

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:  _____

Name: Federal D. Glover

Title: Chair, Board of Supervisors


Date: August 1, 2017

Party: Contra Costa County

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By:  _____
Name: Joseph A. Calabro _____
Title: Town Manager _____
Date: July 17, 2017 _____
Party: Town of Danville

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 

Name: Robert Priebe

Title: Town Manager


Date: July 24, 2017

Party: Town of Marin

ARTICLE 9

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Joint Powers Agreement establishing Marin Clean Energy (formerly, Marin Energy Authority)

By: 
Name: Bryan A. Montgomery
Title: City Manager
Date: 8/1/19
Party: City of Oakley

**ARTICLE 9
SIGNATURE**

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Powers Agreement establishing the Marin Energy Authority.

By: Michelle Fitzer

Name: Michelle Fitzer

Title: City Manager

Date: 7/5/17

Party: City of Pinole

Approved as to form:

By: Eric Casher

Name: Eric Casher

Title: City Attorney

Date: 7/5/17

Exhibit A

**To the
Joint Powers Agreement
Marin Energy Authority**

-Definitions-

“AB 117” means Assembly Bill 117 (Stat. 2002, ch. 838, codified at Public Utilities Code Section 366.2), which created CCA.

“Act” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 *et seq.*)

“Administrative Services Agreement” means an agreement or agreements entered into after the Effective Date by the Authority with an entity that will perform tasks necessary for planning, implementing, operating and administering the CCA Program or any other energy programs adopted by the Authority.

“Agreement” means this Joint Powers Agreement.

“Annual Energy Use” has the meaning given in Section 4.9.2.2.

“Authority” means the Marin Energy Authority.

“Authority Document(s)” means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

“Board” means the Board of Directors of the Authority.

“CCA” or “Community Choice Aggregation” means an electric service option available to cities and counties pursuant to Public Utilities Code Section 366.2.

“CCA Program” means the Authority’s program relating to CCA that is principally described in Sections 2.4 and 5.1.

“Director” means a member of the Board of Directors representing a Party.

“Effective Date” means the date on which this Agreement shall become effective and the Marin Energy Authority shall exist as a separate public agency, as further described in Section 2.1.

“Implementation Plan” means the plan generally described in Section 5.1.2 of this Agreement that is required under Public Utilities Code Section 366.2 to be filed with the California Public Utilities Commission for the purpose of describing a proposed CCA Program.

“Initial Costs” means all costs incurred by the Authority relating to the establishment and initial operation of the Authority, such as the hiring of an Executive Director and any administrative staff, any required accounting, administrative, technical and legal services in support of the Authority’s initial activities or in support of the negotiation, preparation and approval of one or more Administrative Services Provider Agreements and Program Agreement 1. Administrative and operational costs incurred after the approval of Program Agreement 1 shall not be considered Initial Costs.

“Initial Participants” means, for the purpose of this Agreement, the signatories to this JPA as of May 5, 2010 including City of Belvedere, Town of Fairfax, City of Mill Valley, Town of San Anselmo, City of San Rafael, City of Sausalito, Town of Tiburon and County of Marin.

“Operating Rules and Regulations” means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

“Parties” means, collectively, the signatories to this Agreement that have satisfied the conditions in Sections 2.2 or 3.2 such that it is considered a member of the Authority.

“Party” means, singularly, a signatory to this Agreement that has satisfied the conditions in Sections 2.2 or 3.2 such that it is considered a member of the Authority.

“Program Agreement 1” means the agreement that the Authority will enter into with an energy service provider that will provide the electricity to be distributed to customers participating in the CCA Program.

“Total Annual Energy” has the meaning given in Section 4.9.2.2.

Exhibit B

**To the
Joint Powers Agreement
Marin Energy Authority**

-List of the Parties-

City of American Canyon

City of Belvedere
City of Benicia
City of Calistoga
City of Concord
Town of Corte Madera
Town of Danville
City of El Cerrito
Town of Fairfax
City of Lafayette
City of Larkspur
City of Martinez
Town of Moraga
City of Mill Valley
City of Napa
City of Novato
City of Oakley
City of Pinole
City of Pittsburg
City of Richmond
Town of Ross
Town of San Anselmo
City of San Pablo
City of San Rafael
City of San Ramon
City of Sausalito
Town of Tiburon
City of Walnut Creek
Town of Yountville
County of Contra Costa
County of Marin
County of Napa

EXHIBIT C**Marin Energy Authority****- Annual Energy Use -**

This Exhibit C is effective as of July 20, 2017.

Party	kWh*
City of American Canyon	75,238,389
City of Belvedere	7,161,787
City of Benicia	112,631,790
City of Calistoga	26,619,985
City of Concord	584,690,000
Town of Corte Madera	46,023,153
County of Contra Costa	1,027,456,000
Town of Danville	197,901,000
City of El Cerrito	56,615,873
Town of Fairfax	17,786,905
City of Lafayette	113,958,395
City of Larkspur	36,481,157
City of Martinez	162,001,000
City of Mill Valley	44,019,391
County of Marin	223,280,476
Town of Moraga	53,568,000
City of Napa	358,540,484
County of Napa	306,696,355

City of Novato	182,518,152
City of Oakley	127,957,000
City of Pinole	69,497,000
City of Pittsburg	521,305,000
City of Richmond	369,368,162
Town of Ross	9,793,239
Town of San Anselmo	31,630,085
City of San Ramon	363,991,000
City of Saint Helena	51,846,619
City of San Pablo	69,813,169
City of San Rafael	226,213,075
City of Sausalito	31,778,338
Town of Tiburon	28,575,164
City of Walnut Creek	415,140,953
Town of Yountville	31,854,820

MCE Total Energy Use **5,981,951,917**

*Data Provided by PG&E

EXHIBIT D**Marin Energy Authority****- Voting Shares -**

This Exhibit D is effective as of July 20, 2017.

Party	kWh (2015*)	Section 4.9.2.1	Section 4.9.2.2	Voting Share
City of American Canyon	75,238,389	1.52%	0.63%	2.14%
City of Belvedere	7,161,787	1.52%	0.06%	1.58%
City of Benicia	112,631,790	1.52%	0.94%	2.46%
City of Calistoga	26,619,985	1.52%	0.22%	1.74%
City of Concord	584,690,000	1.52%	4.89%	6.40%
Town of Corte Madera	46,023,153	1.52%	0.38%	1.90%
County of Contra Costa	1,027,456,000	1.52%	8.59%	10.10%
Town of Danville	197,901,000	1.52%	1.65%	3.17%
City of El Cerrito	56,615,873	1.52%	0.47%	1.99%
Town of Fairfax	17,786,905	1.52%	0.15%	1.66%
City of Lafayette	113,958,395	1.52%	0.95%	2.47%
City of Larkspur	36,481,157	1.52%	0.30%	1.82%
City of Martinez	162,001,000	1.52%	1.35%	2.87%
City of Mill Valley	44,019,391	1.52%	0.37%	1.88%
County of Marin	223,280,476	1.52%	1.87%	3.38%
Town of Moraga	53,568,000	1.52%	0.45%	1.96%
City of Napa	358,540,484	1.52%	3.00%	4.51%
County of Napa	306,696,355	1.52%	2.56%	4.08%
City of Novato	182,518,152	1.52%	1.53%	3.04%
City of Oakley	127,957,000	1.52%	1.07%	2.58%
City of Pinole	69,497,000	1.52%	0.58%	2.10%
City of Pittsburg	521,305,000	1.52%	4.36%	5.87%
City of Richmond	369,368,162	1.52%	3.09%	4.60%
Town of Ross	9,793,239	1.52%	0.08%	1.60%
Town of San Anselmo	31,630,085	1.52%	0.26%	1.78%
City of San Ramon	363,991,000	1.52%	3.04%	4.56%
City of Saint Helena	51,846,619	1.52%	0.43%	1.95%
City of San Pablo	69,813,169	1.52%	0.58%	2.10%

AI #09 MCE JPA Agreement (33 Communities)

City of San Rafael	226,213,075	1.52%	1.89%	3.41%
City of Sausalito	31,778,338	1.52%	0.27%	1.78%
Town of Tiburon	28,575,164	1.52%	0.24%	1.75%
City of Walnut Creek	415,140,953	1.52%	3.47%	4.99%
Town of Yountville	31,854,820	1.52%	0.27%	1.78%
MCE Total Energy Use	5,981,951,917	50.00%	50.00%	100.00%

*Data Provided by PG&E



DRAFT

**Board of Directors Meeting
Thursday, February 15, 2018
7:00 P.M.**

**The Charles F. McGlashan Board Room
1125 Tamalpais Avenue, San Rafael, CA 94901**

Remote Location: One Concord Center, 2300 Clayton Rd, Suite 650, Concord, CA 94520

Agenda Page 1 of 2

1. Board Announcements (Discussion)
2. Public Open Time (Discussion)
3. Report from Chief Executive Officer (Discussion)
4. Consent Calendar (Discussion/Action)
 - C.1 Approval of 11.16.17 Meeting Minutes
 - C.2 Approved Contracts Update
5. Proposed Fiscal Year 2018/19 Budget (Discussion/Action)
6. Procurement Manual and Contracting Processes (Discussion/Action)
7. New Board Member Additions to Committees (Discussion/Action)





DRAFT

**Board of Directors Meeting
Thursday, February 15, 2018
7:00 P.M.**

**The Charles F. McGlashan Board Room
1125 Tamalpais Avenue, San Rafael, CA 94901**

Remote Location: One Concord Center, 2300 Clayton Rd, Suite 650, Concord, CA 94520

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8. New Enrollment Communications Update (Discussion)
9. Customer Programs Quarterly Update (Discussion)
10. Policy Update (Discussion)
11. Board Member & Staff Matters (Discussion)
12. Adjourn

